



PohlmanUSA[®]
Court Reporting and
Litigation Services

Dan Stewart
April 29, 2024

Lex Tecnica, LTD., et al.

vs.

Vanguard Field Strategies, LLC, et al.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

LEX TECNICA, LTD., and)	
COMMUNITY SCHOOLS)	
INITIATIVE,)	
)	
Plaintiffs,)	
)	
vs.)	Case No.
)	23-CV-00069-APG-EJY
VANGUARD FIELD STRATEGIES,)	
LLC, and AXIOM LLC,)	
)	
Defendants.)	
_____)	

VIDEOTAPED DEPOSITION OF DAN STEWART

Taken on Monday, April 29, 2024

By a Certified Stenographer and Legal Videographer

At 9:12 a.m.

At 10161 Park Run Drive

Las Vegas, Nevada

Stenographically reported by:

Holly Larsen, NV CCR 680, CA CSR 12170

Job No. 292272

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1 P R O C E E D I N G S

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3

4 THE VIDEOGRAPHER: Good morning. This
5 is the video-recorded deposition of Dan Stewart.
6 Today's date is April 29, 2024. The time on the
7 video monitor is 9:12 a.m. This is the case of Lex
8 Tecnica Ltd., et al., versus Vanguard Field
9 Strategies, LLC, et al. The case number is
10 23-cv-00069-APG-EJY in the United States District
11 Court for the District of Nevada.

12 This deposition is being held at
13 10161 Park Run Drive in Las Vegas, Nevada.

14 My name is Dawn Beck, videographer,
15 associated with PohlmanUSA Court Reporting
16 headquartered at 10 South Broadway, Suite 1400,
17 St. Louis, Missouri. The court reporter is Holly
18 Larsen, also with Pohlman Court Reporting.

19 Will the court reporter please
20 administer the oath.

21 Whereupon,

22 DAN STEWART,
23 having been first duly sworn to testify to the
24 truth, was examined, and testified as follows:

25 THE VIDEOGRAPHER: Counsel may proceed.

1 EXAMINATION

2 BY MR. BODAMER:

3 Q. Good morning, Mr. Stewart.

4 A. **Good morning.**

5 Q. We introduced ourselves earlier, but I
6 am Brad Bodamer with Graves Garrett, and my
7 daughter, Hallie Bodamer, also with Graves Garrett,
8 is here today. Scott Scheid is the company
9 representative for Vanguard, and Jeff Barr of
10 Ashcraft Barr is our local Nevada counsel.

11 A. **Great.**

12 Q. Have you been deposed before?

13 A. **Once or twice.**

14 Q. I saw that you'd been in the
15 construction industry -- that's a broad term --

16 A. **Yes.**

17 Q. -- for many years. I thought you might
18 have found your way to a few depositions.

19 A. **Yes.**

20 Q. What have you reviewed in preparation
21 for your deposition today? Anything?

22 A. **No.**

23 Q. Nothing, okay. All right.

24 Have you -- you haven't reviewed the
25 contract between Vanguard and CSI?

1 **A.** **Not recently. I've looked at it, but --**

2 Q. Some time ago?

3 **A.** **Yeah.**

4 Q. Okay. What about the complaints, the
5 lawsuit that's been filed that we're here for today?
6 There was an initial complaint, and then there's
7 been, I think, three amended complaints.

8 Have you -- did you review those before
9 today?

10 **A.** **No.**

11 Q. Okay. Have you ever reviewed those
12 complaints?

13 **A.** **No.**

14 Q. Had you reviewed the complaints before
15 they were filed?

16 **A.** **No.**

17 Q. Okay. There have been two experts
18 identified by Lex Tecnica and CSI on their behalf in
19 this case; one by Mr. Langford, and one by a
20 Mr. McClain.

21 Have you reviewed those reports?

22 **A.** **No.**

23 Q. Did you have any discussions at any time
24 with Mr. McClain or Mr. Langford regarding their
25 expert testimony in this case?

1 **A. No.**

2 Q. I've seen a letter of intent dated
3 November 15, 2022, regarding a loan. Have you
4 reviewed that document?

5 **A. I'm not sure which document you're**
6 **referring to.**

7 Q. It's a letter of intent regarding a loan
8 with Lex Tecnica. Have you --

9 **A. Oh --**

10 Q. It was back on November 15th of 2022.

11 **A. Who are the parties involved?**

12 Q. I'll bring it out.

13 **A. Okay.**

14 Q. You don't recall having looked at it?

15 **A. Not recently, no.**

16 Q. Then there was also an assignment dated
17 January 11 of 2023, assignment of the claims from
18 CSI to Lex Tecnica.

19 Have you reviewed that in preparation
20 for your deposition today?

21 **A. No.**

22 Q. Did you review it at the time before it
23 was -- you signed it?

24 **A. I'm sure I did, yes.**

25 Q. Okay. All right.

1 I understand you are a councilman?

2 **A. Yes.**

3 Q. For Henderson, Nevada; is that right?

4 **A. Yes.**

5 Q. And how long have you been a councilman?

6 **A. Seven and a half years.**

7 Q. Okay. Originally you were appointed and
8 then ultimately ran for reelection and won; is that
9 right?

10 **A. Correct.**

11 Q. When does your term expire?

12 **A. The end of this year.**

13 Q. Are you running for another term?

14 **A. I am.**

15 Q. Okay.

16 MR. TAKOS: Dan, this might be a good
17 time to remind you, let Brad finish his question
18 before you answer so -- I saw the poor court
19 reporter was --

20 THE WITNESS: Got it.

21 MR. TAKOS: Just make sure he's done.

22 BY MR. BODAMER:

23 Q. I was going to let your own counsel
24 lecture you rather than me.

25 **A. Fair enough.**

1 Q. I would call you out on that, and,
2 similarly, they'll call me out, because we both --
3 that's not uncommon for us to step on each other.

4 A. Okay.

5 Q. Are you currently employed in any role
6 other than as a city councilman?

7 A. Yes.

8 Q. And where are you currently employed?

9 A. Gardner Group.

10 Q. And what is -- can you just briefly tell
11 me what the Gardner Group is?

12 A. Sure. They're based out of Salt Lake.

13 Q. We're talking over each other. Let me
14 start again.

15 Can you tell me what the Gardner Group
16 is and what your role is with the Gardner Group?

17 A. Gardner Group is a multidisciplinary
18 real estate development and management firm based
19 out of Salt Lake.

20 I am a partner and vice president of
21 development in Nevada, mainly Las Vegas.

22 Q. And how long have you been in that -- or
23 been with that company?

24 A. Eight years.

25 Q. I should ask this. When did you -- it

1 sounds like you can get close.

2 When did you start?

3 **A. May of 2016.**

4 **Q.** There you go.

5 And you've been in business for a number
6 of years prior to that. Can you just generally
7 describe for me your prior employment?

8 **A. Yes. From a kid, for 20, 30 years I**
9 **worked with my father's and his brother's family**
10 **construction business.**

11 **After that I went into development, real**
12 **estate development, on my own and with others.**

13 **Q.** You know, we're here today regarding the
14 Community Schools Initiative, which I'd like to
15 refer to it as "CSI" if that's okay with you, so I
16 don't get tongue-tied.

17 **A. Yes.**

18 **Q.** Is that all right?

19 But we're here today regarding the
20 Community Schools Initiative, CSI's ballot
21 initiative.

22 Had you been involved in any
23 signature-gathering campaigns with respect to a
24 similar initiative prior to CSI?

25 **A. No.**

1 Q. Can you briefly explain to me what CSI
2 is about?

3 A. CSI was formed in an effort to allow
4 cities, government entities, mainly cities, if they
5 wanted to, to opt out of the school district, the
6 county school district in which their jurisdiction
7 is contained.

8 Q. When was it formed?

9 A. Probably the end of 2022. Or was it
10 '21? I'm sorry. Can't remember.

11 Q. I know from some documents that we'll be
12 talking about today that you were certainly looking
13 at potential signature gatherers in early or maybe
14 late 2021, early 2022.

15 Does that help you find a date --

16 A. Yes.

17 Q. -- for the formation?

18 A. I would say the fall-winter of 2021.

19 Q. You were chairman of CSI; is that right?

20 A. That is correct.

21 Q. Do you remain chairman of CSI today?

22 A. I don't know how to answer that because
23 CSI, I guess, is -- I'm not sure the status of it.
24 I think it's just basically on hold temporarily.
25 It's not active at this point.

1 Q. And you say it's "on hold."

2 Are you considering making another
3 effort to get it on the ballot?

4 A. Absolutely no idea one way or the other.

5 Q. Okay. All right.

6 I may have asked you this, but have
7 you -- I think I did. But have you run for any
8 public office other than mayor and city council for
9 the City of Henderson?

10 A. No.

11 Q. Okay. Were you the genesis or whatever
12 behind CSI?

13 A. Yes, along with a couple other people.

14 Q. That's something I'm going to ask you
15 about. Again, I should have told you probably, but
16 if at any time you don't understand my question,
17 just please let me know, and I'll attempt to do
18 better.

19 A. Might I ask a question?

20 Q. Sure.

21 A. What is my -- how can I -- what's my
22 relationship with the attorney, my attorney or the
23 CSI attorney? I can turn and look to him for help,
24 or -- I'm not sure. I just want to do the correct
25 protocol.

1 Q. Sure. Absolutely. Let me go through a
2 few instructions then. As lawyers we tend to kind
3 of educate our clients or whatever on what to
4 expect. But, again, I'll go through those briefly.

5 Again, I'll ask you questions. If at
6 any time you don't understand, please let me know,
7 and I'll attempt to rephrase it. Okay.

8 Second, unless -- your attorney has the
9 right to object in certain situations. If he does
10 so, it's for the record, and you're still obligated
11 to answer, if you can, unless he instructs you not
12 to. Okay? Make sense?

13 A. Okay.

14 Q. As far as the questions that I ask you,
15 you should answer -- to the extent you can, you
16 should answer the question. But if, after you've
17 answered the question, you want to take a break to
18 speak with your attorney or whatever, you're
19 certainly able to do that. Okay? Just let us know.
20 Okay?

21 A. Okay.

22 Q. Finally, I won't -- hopefully somebody
23 will be keeping track of me here, but I usually try
24 to take a break about every hour or so. But if at
25 any time you feel you need to take a break, just

1 please let me know, and we'll do that. We'll
2 accommodate you. Again, as long as you answer the
3 question that's pending.

4 Does that make sense?

5 **A. Yes.**

6 Q. All right. Do you have any other
7 questions for me?

8 **A. No. Not at this point.**

9 Q. So I get to do all the questioning from
10 here on out.

11 **A. Okay.**

12 Q. All right. Thank you. All right.

13 I was asking about the genesis of CSI.
14 Was it your idea?

15 **A. I don't know how much detail we go into
16 here. Mike Slanker, who was running my mayoral
17 campaign, he sat down with me, asked me what I would
18 like to accomplish.**

19 **I'd always wanted to help our education
20 system in Southern Nevada, Clark County School
21 District. Felt it was way too big. He had been
22 thinking about it as well. He says, Why don't we
23 make that part of your platform?**

24 **At which point I thought was a great
25 idea. He suggested that I get in touch with Sam --**

1 Q. Sam Castor?

2 A. -- Sam Castor to discuss with him,
3 because he and Annalise had been involved in this
4 prior for a few years, had some ideas. That's how I
5 met Sam and Annalise Castor.

6 Q. When was your election that you were
7 running for mayor?

8 A. It would have been in '22, 2022.

9 Q. Do you recall when though? Is that a
10 November ballot item or is that ...

11 A. Why I'm hedging is because the
12 legislature changed the sequence or the rotation or
13 the date or the timing of elections for cities in
14 Nevada. They used to be off calendar. They put
15 them in. And I can't remember if it was going to be
16 the November ballot, if the new law had kicked in
17 yet, or if it was going to be June. But it was of
18 2022. So fall of '21 I'd already began my
19 fundraising and campaign with Mike Slanker.

20 Q. You ultimately chose not to run?

21 A. Correct.

22 Q. But before you chose not to run, one of
23 your items you were campaigning on was this idea of
24 a ballot initiative to divide up the school
25 districts within Clark County?

1 **A. Yes.**

2 Q. I'm going to be talking with Mike
3 Slanker later in the week, I think. But can you
4 tell me a little bit -- you said he was running your
5 campaign.

6 What does he do for a living, if you
7 know?

8 **A. Government affairs person. Handles and**
9 **manages campaigns. I don't know what his specific**
10 **title would be.**

11 Q. And I'll ask him.

12 With respect to the Castors, did you
13 know the Castors before Mr. Slanker asked you to
14 talk with him?

15 **A. I had heard of them. I had not**
16 **personally met them.**

17 Q. When did you first meet the Castors?

18 **A. I don't recall the exact date. Do you**
19 **want me to assume?**

20 Q. Yeah, ballpark for me.

21 **A. I would assume the end of 2021 sometime.**

22 Q. So you've mentioned Mike Slanker,
23 yourself, and the Castors.

24 Were there any others that you would
25 attribute to being initially behind this campaign,

1 to get it off the ground?

2 **A. Our attorney was -- who helped craft the**
3 **initiative wording was Bradley Schrager.**

4 **And Bradley Mayer came in to help run**
5 **the campaign.**

6 Q. Did Bradley Mayer kind of assume the
7 role for the campaign that Mike Slanker had assumed
8 for your mayoral campaign?

9 **A. I would say that's a pretty fair**
10 **statement.**

11 Q. In other words, Mike Slanker was not
12 running the campaign, the CSI campaign; is that
13 right?

14 **A. The best I can remember, that is**
15 **correct.**

16 Q. What role, if any, did Mike have in the
17 campaign?

18 **A. If I can remember correctly, I would say**
19 **consulting.**

20 MR. BODAMER: Let me go ahead and pull
21 up an exhibit -- two exhibits, actually. We'll get
22 that started.

23 (Exhibit 6 marked.)

24 (Exhibit 7 marked.)

25 ///

1 BY MR. BODAMER:

2 Q. Mr. Stewart, take your time and look at
3 those as you see fit. I could just tell you
4 generally, I'm going to ask if these are some of the
5 materials you are referring to that may have been
6 drafted by Bradley Schrager, your attorney.

7 A. To my best recollection, Bradley
8 Schrager would have not been involved in what I call
9 collateral material.

10 Q. Let me ask it this way:

11 Do you know who drafted Exhibits 6
12 and 7?

13 A. I think it was a group effort. Probably
14 by the people that is listed on Exhibit 6.

15 Q. In looking at Exhibit 6 -- and there's
16 really not a title other than "Community Schools
17 Initiative." But it's a one-page document. I'm
18 sorry. It's a -- yes, it is a one-page document
19 there; correct?

20 A. Looks like there's two pages.

21 Q. What do you have there?

22 A. But they apparently look the same, other
23 than the website is on one, not the other. But I
24 don't know.

25 Q. Yeah, let's just go with the first page

1 then. I'll withdraw the second page of Exhibit 6.

2 **A. Want me to give it to you?**

3 Q. That's fine. Just try to keep some
4 order here.

5 In looking at Exhibit Number 6, it
6 lists, I think, six board members; is that correct?

7 **A. That is correct.**

8 Q. Were those six folks members of the
9 board of CSI throughout the campaign?

10 **A. Yes.**

11 Q. Were there any additional board members
12 other than the six that are listed here on
13 Exhibit 6?

14 **A. I can't recall if there is or if there
15 was or there wasn't.**

16 Q. Okay. And you don't recall who drafted
17 Exhibit 6?

18 **A. No.**

19 Q. What about Exhibit 7? Do you know who
20 drafted Exhibit 7? There's several pages here.

21 **A. Yeah. Wow. Again, I cannot remember
22 certain -- do you want me to assume or to guess?**

23 Q. Normally we don't. But if you can just
24 tell me who you believe --

25 **A. I believe probably Bradley Mayer's**

1 **company did this.**

2 Q. Bradley Mayer, okay. That's what I
3 asked you earlier.

4 And the same thing with Exhibit 6 then.
5 Do you think Bradley Mayer's company drafted that as
6 well?

7 **A. He would have possibly had his hand in**
8 **it. But, again, as I mentioned, board members**
9 **listed would have had input as well.**

10 Q. Do you recall any input you had in
11 either Exhibit 6 or 7?

12 **A. Other than review and comment, no.**

13 Q. Did CSI have any paid staff?

14 **A. Yes.**

15 Q. How many?

16 **A. Well, we did pay Bradley Mayer's group,**
17 **and one staff member would be Mary Jane Stewart.**

18 Q. So Mary Jane Stewart was really the sole
19 staff employee; is that right?

20 **A. As per compensated employee, correct.**

21 Q. Who is -- she shares your last name,
22 but who is Mary Jane Stewart?

23 **A. My daughter-in-law.**

24 Q. Thank you. I assumed, but I don't know
25 that I'd ever confirmed that. Thank you.

1 And I'm going to be speaking with her
2 tomorrow, I'm sure she shared with you.

3 **A. She did.**

4 Q. Okay. Did the CSI board have board
5 meetings?

6 **A. Virtually, yes.**

7 Q. Okay. That was going to be one of my
8 questions. All virtual.

9 How often did the board meet?

10 **A. Again, I'm guessing.**

11 Q. Generally.

12 **A. Generally, once a week, depending on**
13 **issues or timing within this time frame we're**
14 **talking about. More in certain times and less in**
15 **others.**

16 Q. And these six board members would, at
17 least generally, if not regularly, attend virtually;
18 is that right?

19 **A. Some most of the time; others not so**
20 **often.**

21 Q. Who are the ones that participated most
22 of the time?

23 **A. Myself, Mary Beth, Annalise, and Sam.**
24 **Bob Sweetin to some degree. Marilyn Kirkpatrick**
25 **once in a while. If I remember correctly.**

1 Q. And I understand. I know that some time
2 has passed.

3 A. Yes.

4 Q. All I can ask is you do the best you
5 can. If you know, you can tell me. If you're not
6 certain, just let me know that as well. Okay?

7 A. Okay.

8 Q. All right. Sometimes people say it's
9 not a memory test, but, frankly, it is a memory
10 test.

11 Within this group of board members that
12 you mentioned, did certain ones serve in a more
13 individualized manner than others? In other words,
14 they'd bring areas of expertise, I guess, to a
15 board. Can you expand on that or expound on that?

16 A. If I understand the question correctly,
17 I would -- obviously they each brought their own
18 piece. We tried to have a diverse and rounded-out
19 board, so they each brought their own expertise to
20 the initiative.

21 Q. Let me ask you about Annalise Castor,
22 because she's listed here as an education activist.

23 What's your understanding of what she
24 did as an education activist?

25 A. I think the term is very clear. She for

1 **many years had been involved in various issues**
2 **related to CCSD and was active in trying to help**
3 **remedy or fix or whatever the issue was.**

4 Q. And "CCSD" is Clark County School
5 District?

6 A. **That is correct.**

7 Q. Was that a paid position or a volunteer
8 position that she was in, if you know?

9 A. **I don't know.**

10 Q. And then you have -- it looks like you
11 have two lawyers on the board, Bob Sweetin and Sam
12 Castor; correct?

13 A. **Correct.**

14 Q. Of course with their legal experience or
15 background, did they tend to provide legal advice to
16 the CSI?

17 A. **Yes.**

18 Q. One more than the other?

19 A. **I would say Sam Castor probably more**
20 **than Bob.**

21 Q. And it sounded like he was a more active
22 participant than Bob; is that right?

23 A. **That's a fair statement.**

24 Q. Did CSI have a lawyer representing it
25 during the campaign?

1 **A.** I don't know just how to answer that
2 question. I guess maybe I'll answer it, and you see
3 if this is what you're looking for.

4 Schrager, Bradley, helped us with the
5 initiative, the language of the initiative, and
6 filing the initiative. Other than that, Schrager
7 was not too involved.

8 Q. Was he paid for his --

9 **A.** **He was.**

10 Q. I'm sorry. I didn't mean to interrupt
11 you.

12 **A.** **Yes, Bradley was paid. Schrager was**
13 **paid.**

14 Q. Okay.

15 **A.** **Other than that, Sam certainly lent his**
16 **legal expertise, and so did Bob Sweetin.**

17 Q. Had any of the six board members had
18 prior experience in these ballot initiatives, if you
19 know?

20 **A.** **I do not know.**

21 **(Phone rings.)**

22 MR. BODAMER: That's a cardinal sin.
23 That happened to me in federal court down in
24 Shreveport about three weeks ago in the middle of a
25 trial. I said -- I was probably the senior guy

1 there, and I said, "Everybody else, turn your phones
2 off." I told them ahead of time. I'm so sorry.

3 THE WITNESS: No problem. It happens.

4 MR. BODAMER: What was my last question?

5 (The question and answer were read.)

6 BY MR. BODAMER:

7 Q. I told you to set aside Number 6, but
8 let's look at the first page of 6. The second
9 paragraph up from the bottom it says, "We must
10 collect 140,777 signatures by November 23, 2022, and
11 submit them to the Secretary of State."

12 Is this the type of information that
13 Bradley Schrager provided?

14 A. **I'm sure he was involved, but I think**
15 **probably Bradley Mayer.**

16 Q. I'm sorry. I've got them -- wait a
17 minute. Are they both Bradleys?

18 A. **Correct.**

19 Q. Okay. I'm sorry. I couldn't read my
20 own handwriting there.

21 So Bradley Mayer you think provided that
22 information?

23 A. **Yes.**

24 Q. Okay. All right.

25 If you recall, did CSI contract or

1 employ any other signature-gathering firms?

2 **A. No.**

3 Q. Just Vanguard?

4 **A. To my recollection, yes.**

5 MR. BODAMER: Let's pull Exhibit 1.

6 This will be Exhibit 1.

7 (Exhibit 1 marked.)

8 BY MR. BODAMER:

9 Q. Sir, did you have a chance to review
10 Exhibit 1?

11 **A. Yes.**

12 Q. And it appears to be a two-page letter
13 of engagement in which Mary Jane Stewart signed on
14 June 16, 2022; is that correct?

15 **A. That's correct.**

16 Q. And the other signator was Nick Schulte,
17 dated June 14, 2022; correct?

18 **A. That's what it shows here.**

19 Q. Did you see this letter of engagement
20 before it was executed by Ms. Stewart, Mary Jane
21 Stewart?

22 **A. Yes.**

23 Q. Do you recall when you would have first
24 seen the agreement? In other words, was it a day
25 before? A month before? Do you recall?

1 **A. I don't recall specifically. I would**
2 **say -- I just don't know how long before those**
3 **actual dates that I saw this originally.**

4 Q. Was this Exhibit Number 1 reviewed and
5 approved by CSI's board?

6 **A. Yes.**

7 Q. I asked you a minute earlier about the
8 board meetings. We talked a little bit about that.
9 But did you all maintain minutes of board meetings?

10 **A. No.**

11 Q. Did you even have any notetakers?

12 **A. Notes, yes.**

13 Q. Did you keep notes?

14 **A. I did not.**

15 Q. Who were the notetakers?

16 **A. Primarily Mary Jane Stewart.**

17 Q. And Mary Jane Stewart would have been in
18 the board meetings as -- what was her role?

19 **A. Girl Friday.**

20 Q. Wasn't she your project manager?

21 **A. That would be more specific.**

22 Q. But anyway, she was certainly authorized
23 to sign this agreement?

24 **A. Correct.**

25 Q. Okay. Was it a unanimous decision of

1 the board to enter into this letter of engagement
2 with Vanguard?

3 **A. Yes.**

4 Q. As chairman of the board was it your
5 recommendation to do so?

6 **A. Once Sam Castor specifically, I guess,**
7 **reviewed and worked with Mr. Scheid to come to the**
8 **final draft -- what was the question?**

9 MR. BODAMER: Go ahead and read it back.

10 (The question was read.)

11 THE WITNESS: Again, I'll say yes, after
12 Sam and Scott had worked through this and come to
13 this, yes.

14 BY MR. BODAMER:

15 Q. Had you -- or did you speak with
16 Mr. Scheid before entering into this agreement?

17 **A. To the best of my recollection, yes.**

18 Q. What do you recall about that?

19 **A. I think it was more -- if I recall**
20 **correctly, it was more getting to know Mr. Scheid.**
21 **I'd never met him before this time.**

22 Q. So would it have been like on the eve of
23 this letter of engagement, or was it months before,
24 or do you recall?

25 **A. I would say weeks.**

1 Q. Do you recall that Vanguard, through
2 Mr. Scheid, had made a proposal much earlier in the
3 year?

4 A. I don't recall when, but I am assuming
5 that is correct.

6 Q. Do you recall if you spoke with him at
7 that time or later, at the time of this agreement,
8 Exhibit Number 1, in June?

9 A. I can't recall when I chatted with
10 Mr. Scheid.

11 Q. But did you personally meet with him or
12 talk with him on the phone?

13 A. I think I do recall meeting Mr. Scheid
14 personally.

15 Q. Do you recall where?

16 A. My guess would be at my office.

17 Q. Okay. Do you recall how long you met?

18 A. No.

19 Q. And I know I'm asking tough questions,
20 but I'm just trying to get -- I say "tough
21 questions." They're not tough questions, but
22 they're questions that, because of time passing, are
23 not easy to answer. I get that.

24 What do you recall about that meeting?

25 A. I think -- if I recall correctly -- I

1 might even have the timing off, but if I recall
2 correctly, a meeting with Scott to ask him what the
3 possibility would be to obtain or achieve our goal
4 of gathering the necessary signatures that could be
5 validated by the Secretary of State. In other
6 words, to be successful in our venture.

7 Q. And do you recall what his response was?

8 A. I can't recall specifically, but I would
9 assume that he said it could be done.

10 Q. Do you recall anything else about that
11 meeting?

12 A. Specifically, no. I think -- again,
13 just trying to formulate millions of other meetings
14 similar, I would have asked if this for sure could
15 have been accomplished. Because we would be
16 committing large sums of dollars to this project.

17 Q. At the time of this agreement,
18 June 16 of 2022, had CSI basically accumulated the
19 money needed to complete the campaign?

20 A. No.

21 Q. As of June of 2022 do you recall how
22 much money you had collected to be used on the
23 campaign?

24 A. I do not.

25 Q. You just looked at the letter of

1 engagement again, but you see that the deliverables
2 were to be 20,833 raw signatures.

3 Now, that would not be enough to qualify
4 to get this petition on the ballot; correct?

5 **A. Correct.**

6 Q. Is there a reason that you entered into
7 this agreement rather than entering into an
8 agreement with a signature-gathering firm that would
9 provide all the necessary signatures to qualify?

10 **A. I guess I don't understand the question.**

11 Q. Do you recall that you -- when I say
12 "you," CSI -- received several proposals for this
13 campaign in which they were quoting you the number
14 of signatures they would gather and the cost and
15 things of that nature?

16 **A. Yes.**

17 Q. Okay. Why did you choose Vanguard over
18 the other proposals? And we're going to talk more
19 about that, but do you recall?

20 **A. High level, the price was reasonable**
21 **compared to others, and yeah.**

22 Q. Was it reasonable because you were only
23 asking them at this point to gather 20,000
24 signatures?

25 **A. My guess would be it's reasonable**

1 **because of, knowing that we needed 140,700 and**
2 **however many it was, that the price per signature**
3 **was what was the determining factor.**

4 Q. Which was the \$12 --

5 A. **\$12.**

6 Q. Per signature, okay.

7 Do you recall what the proposals were
8 from the other vendors that you looked at?

9 A. **I do not.**

10 Q. Do you recall that in the initial
11 proposal that was sent to you by Mr. Scheid on
12 behalf of Vanguard that it was actually -- and that
13 was back, I think, in January -- that it was \$9;
14 they were quoting \$9 per signature? Do you have any
15 recollection of that?

16 A. **Now that you mention it, that seems**
17 **about right.**

18 Q. Do you recall why the price went up, not
19 just from Vanguard but the other proposals you
20 received, during that six-month period?

21 A. **Again, not specifically knowing, my**
22 **guess would be because time had passed, and**
23 **therefore a greater effort would be needed to be put**
24 **forth by Vanguard to make the deadline.**

25 Q. Was there a reason that you entered into

1 this particular letter of engagement just for 20,000
2 signatures rather than enter into an engagement with
3 Vanguard to collect the entire amount that would be
4 required?

5 **A. If I remember correctly, we knew we had**
6 **to get going because time was ticking, and we had**
7 **enough money to cover this. We wanted to get the**
8 **process rolling and understand the process and see**
9 **how it went, hoping at all times then to continue to**
10 **do work to raise the money necessary to obtain the**
11 **required amount of signatures.**

12 Q. Okay.

13 MR. BODAMER: Let's pull Exhibit 2.

14 (Exhibit 2 marked.)

15 THE WITNESS: Okay.

16 BY MR. BODAMER:

17 Q. What I've handed you as Exhibit 2 is
18 the -- well, I believe is the proposal -- the
19 earlier proposal back in January of 2022 that I was
20 asking you about, referring to the price.

21 Can you confirm that?

22 **A. I can only confirm it because there's a**
23 **date on this. I do not recall receiving this. But**
24 **apparently we did.**

25 Q. Well, that was another question I had

1 for you is do you recall reviewing the earlier
2 proposal from Vanguard?

3 **A. When I say "recall" -- might I speak**
4 **openly?**

5 Q. Sure.

6 **A. When I say "recall," I never -- I can't**
7 **remember the specific time, date. But as I recall,**
8 **I would have reviewed this.**

9 Q. And you see, in looking at Exhibit 2, it
10 shows deliverables of 140,780 verified signatures at
11 \$9 per verified signature.

12 Do you see that?

13 **A. Yes.**

14 Q. Does that refresh your recollection?

15 **A. Yes.**

16 Q. The other proposals, do you recall --
17 let me ask you right now. Back to Exhibit Number 1.
18 We were talking about the 20,000 signatures.

19 **A. Uh-huh.**

20 Q. Do you recall that in September of 2022
21 that you -- CSI extended the request for continued
22 signature gathering by Vanguard?

23 **A. Excuse me. What do you mean by**
24 **"extended"?**

25 Q. Well, that's my understanding, that

1 there was never an additional contract or agreement
2 entered into between Vanguard and CSI, but that you
3 all asked Vanguard to continue to collect
4 signatures.

5 **A. Again, the specifics I don't remember,**
6 **but I'm assuming yes, because they did.**

7 Q. Okay. And do you recall how many
8 signatures that Vanguard ultimately collected and
9 turned in to the Secretary of State?

10 **A. Ballpark, 220,000.**

11 Q. I think the Secretary of State
12 actually -- I'm not trying to correct you. You're
13 close. You're close.

14 MR. BODAMER: This will be Exhibit 3
15 then.

16 (Exhibit 3 marked.)

17 THE WITNESS: Okay.

18 BY MR. BODAMER:

19 Q. I've handed you Exhibit 3, which appears
20 to be a letter from the Secretary of State directed
21 to you dated December 21, 2022; is that right?

22 **A. Correct.**

23 Q. If you look at the first sentence of the
24 letter to you, it indicates that the total number of
25 signatures obtained statewide was 233,173.

1 Does that refresh your recollection?

2 **A. Yes.**

3 Q. How many signatures did CSI pay Vanguard
4 to collect? Do you know?

5 **A. Well, probably simple math. Take how**
6 **much we paid them and divide it by 12.**

7 Q. Do you know how much you paid them for
8 how many signatures?

9 **A. I can't remember the specific.**

10 Q. We'll get into this in more detail, but
11 do you recall that CSI paid Vanguard to collect
12 180,000 signatures?

13 **A. Again, I can't remember the specifics,**
14 **the numbers.**

15 Q. Now, as I understand, some of those
16 233,000 signatures were gathered by CSI volunteers.

17 **A. Some were, yes.**

18 Q. Is that right? Do you recall that?

19 **A. Yes.**

20 Q. Do you know how many volunteer
21 signatures CSI was able to collect?

22 **A. I cannot remember.**

23 Q. Do you remember how many volunteer
24 signatures CSI expected to collect when it was
25 entering into this campaign?

1 **A. I can't remember.**

2 Q. Do you recall that the ultimate number
3 collected was nothing close to what the expectations
4 were?

5 **A. I can't remember that either because I**
6 **don't remember the expectations.**

7 Q. Let's go back to Exhibit Number 1.
8 Did you personally ever talk with
9 Mr. Scheid about the letter of engagement,
10 Exhibit 1, that was entered into on June 16, 2022?

11 **A. Not that I recall.**

12 Q. Is there anything you could look at that
13 would refresh your recollection as to whether you
14 did?

15 **A. I might answer it this way**
16 **truthfully: I'm assuming that Mr. Scheid and I did**
17 **talk about this. I just don't remember any of the**
18 **specifics.**

19 Q. And you don't recall anything that -- do
20 you recall him explaining or discussing any of the
21 particular terms of this agreement?

22 **A. I don't recall that specifically.**
23 **Again, I'm assuming Mr. Scheid and I did discuss**
24 **this.**

25 Q. But you don't recall --

1 **A. When or the particulars of that**
2 **discussion.**

3 Q. Would that discussion have been
4 different than the discussion you had in person with
5 him that you talked about earlier? You said he came
6 to your office, or you believe.

7 **A. Again, my best recollection, assuming**
8 **the discussion in my office with Mr. Scheid was**
9 **primarily about the process and discussing -- assume**
10 **again that we did discuss it -- would be about the**
11 **specifics.**

12 Q. I'm sorry. But you don't recall that
13 that discussion -- whether it had to do with the
14 initial proposal that we talked about that was back
15 in January or the agreement that was ultimately
16 entered into in June; is that right?

17 **A. Your question?**

18 Q. Was there more than one in-person
19 meeting with Mr. Scheid before the June 14, 2022,
20 letter of engagement was entered into?

21 **A. I cannot remember.**

22 Q. How many times do you recall, if any --
23 if more than one, that you actually met in person
24 with Mr. Scheid?

25 **A. Again, I can't recall how many. But**

1 **certainly more than one.**

2 Q. Okay. And less than five?

3 **A. I simply can't recall.**

4 Q. Okay. How many times did you interact
5 with Mr. Scheid, if not in person, in person
6 remotely or via telephone?

7 **A. Initially -- and this, again, is just**
8 **assuming the process that we were involved in with**
9 **this signature gathering, the process.**

10 Initially, not a lot. Towards the end,
11 **frequently.**

12 Q. And when you say "towards the end," this
13 is what? November of 2022?

14 **A. The last five or six weeks of the**
15 **process. Again, I'm just trying to put the pieces**
16 **together that I can remember.**

17 Q. I appreciate that.

18 Do you recall whether Mr. Scheid
19 participated in any of the virtual board meetings
20 that took place?

21 **A. Again, the specifics I can't remember.**
22 **But I am assuming we would have him on the virtual**
23 **meetings to report on the progress of the**
24 **signature-gathering efforts.**

25 Q. What, if anything, do you recall about

1 those reports?

2 **A.** **Again, assuming -- trying to remember --**
3 **would be that the process was moving forward and**
4 **they were gathering the necessary signatures.**

5 **And let me be clear on that. Again, I'm**
6 **just kind of trying to connect the dots. If you**
7 **would have said, We're not going to make it, we**
8 **would have said, Okay, we're done. Business**
9 **decision.**

10 **So giving that premise, I would assume**
11 **that each time we discussed, it was mentioned that**
12 **the signature-gathering process is moving forward,**
13 **and we are collecting the signatures as needed.**

14 **Q.** **What about after the Secretary of State**
15 **had advised that the campaign was unsuccessful,**
16 **which was December 21 of 2022?**

17 **A.** **Uh-huh.**

18 **Q.** **Did you have any either in-person or**
19 **telephone discussions with Mr. Scheid?**

20 **A.** **Not that I can remember. Could have**
21 **happened, but I don't remember that.**

22 **MR. BODAMER: Why don't we take a quick**
23 **break.**

24 **THE WITNESS: Sure.**

25 **THE VIDEOGRAPHER: We are going off**

1 record at 10:11 a.m.

2 (A break was taken.)

3 (Exhibit 4 marked.)

4 THE VIDEOGRAPHER: We are back on record
5 at 10:25 a.m.

6 BY MR. BODAMER:

7 Q. Have you had a chance to review it?

8 A. **I reviewed it. Not read every word,**
9 **but yes.**

10 Q. We're going to walk through it. This is
11 labeled as an "Assignment of All Rights and
12 Interest."

13 It looks like you signed as chairman of
14 Community Schools Initiative on January 11, 2023; is
15 that right?

16 A. **That's correct.**

17 Q. When did you last review this document?

18 A. **At the time I signed it.**

19 Q. Okay. Who prepared this document?

20 A. **Mr. Castor. To my understanding,**
21 **Mr. Castor. I don't know if he had others help him**
22 **with it.**

23 Q. Did you have anyone review this on
24 behalf of CSI?

25 A. **I'm really trying to remember if we did**

1 **or not. I can't remember.**

2 Q. Do you recall whether you had counsel to
3 review this on behalf of CSI?

4 A. **That was what I was trying to remember,**
5 **if we had counsel. We really didn't have counsel on**
6 **retainer at that time. So that's why I'm trying**
7 **to ...**

8 Q. The reason I ask, if you look at
9 paragraph 5, and this is just a one-page document,
10 it says, "CSI will hereinafter view counsel selected
11 by grantee," which is, I guess, Sam Castor; is that
12 right? Or Lex Tecnica. It's not clear. It says,
13 "to pursue the claims as its counsel."

14 So in other words, I guess it --
15 following the assignment of all rights, was it your
16 understanding that Sam Castor and his firm, Lex
17 Tecnica, would act or -- that you would view that
18 counsel as your counsel to pursue claims?

19 That's a horrible question. Let me
20 strike that.

21 Let's just go to the second sentence on
22 paragraph 5. "Each party has obtained independent
23 counsel and herewith waives any conflicts or claims
24 it may have against the other."

25 Do you see that?

1 **A. Yes.**

2 Q. Did CSI obtain independent counsel?

3 **A. I can't remember.**

4 Q. Okay. What do you recall -- we'll go
5 through this in more detail, but what do you recall,
6 if anything, that led to this agreement between CSI
7 and Mr. Castor?

8 **A. My recollection is that CSI certainly**
9 **did not have the money or wherewithal to pursue a**
10 **claim against Vanguard and Mr. Castor did, and to a**
11 **large extent therefore wanted to pursue the case.**

12 Q. You mean Mr. Castor wanted to pursue the
13 case?

14 **A. Yes.**

15 Q. So after you signed this assignment of
16 all rights and interest, Mr. Castor pursued the case
17 on behalf of CSI and Lex Tecnica; is that right?

18 **A. I guess technically speaking that is**
19 **correct.**

20 Q. And I know this -- I don't know if this
21 is helpful, but if you did have independent counsel
22 review this, who would it have been?

23 **A. That was what I was trying to remember.**

24 Q. And you don't know?

25 **A. (Inaudible response.)**

1 Q. I think you indicated because you didn't
2 have standard counsel or in-house -- not in-house,
3 but regular counsel then?

4 **A. Correct.**

5 Q. Let's look at the "Whereas" clauses.

6 **A. Okay.**

7 Q. I want to start with exactly the second
8 one. "Whereas, CSI borrowed or was donated more
9 than \$2 million in cash and services from
10 Lex Tecnica and/or its principals so that CSI could
11 operate and pay a vendor to gather signatures for
12 the initiative."

13 My first question is did CSI borrow or
14 was donated more than \$2 million in cash and
15 services from Lex Tecnica and/or its principals?

16 **A. Without seeing the books, I can't answer**
17 **exactly. But --**

18 Q. Did you look at the books at the time
19 that you entered into this agreement?

20 **A. I would have known how much Sam and/or**
21 **his affiliates, Lex Tecnica, had either loaned or**
22 **donated. So I am assuming that that would be**
23 **correct, the \$2 million.**

24 Q. Do you know how many of the \$2 million
25 were in cash versus services?

1 **A. I do not remember that.**

2 Q. What services, if any, did Lex Tecnica
3 provide to CSI?

4 **A. My best recollection, there was the**
5 **services rendered -- again, my best recollection**
6 **would be that he didn't get -- Lex Tecnica did not**
7 **get compensated either in kind or otherwise.**

8 **My best recollection is the \$2 million**
9 **was either -- it was cash.**

10 Q. And then it says 2 million in cash and
11 services from Lex Tecnica and/or its principals.

12 Do you know, what principals were you
13 all talking about?

14 **A. I'm assuming Sam Castor.**

15 Q. Anyone else?

16 **A. I don't know his partners.**

17 Q. Then the second -- third "Whereas"
18 clause -- I'm sorry -- says, "CSI now believes it
19 has legal claims against the vendor and desires to
20 pursue those claims in Nevada court."

21 What legal claims did CSI think it had
22 against the vendor?

23 **A. I'm not an attorney, but I just don't**
24 **want -- I don't want to -- I do not know.**

25 Q. And when we're talking about the

1 "vendor," we're talking about Vanguard; correct?

2 **A. That is right.**

3 Q. Okay. Did you personally think that CSI
4 had any legal claims against Vanguard at the time
5 you signed this?

6 **A. Yes.**

7 Q. What claims did you think it had?

8 **A. Without being an attorney, so the**
9 **specifics I can't -- the terms, but fraud,**
10 **misrepresentation.**

11 Q. Anything else?

12 **A. I'm sure there's others, but, again,**
13 **those are legal terms.**

14 Q. Who at Vanguard made any
15 misrepresentations to CSI?

16 **A. Mr. Scheid.**

17 Q. Anyone else?

18 **A. Not to my recollection.**

19 Q. And what misrepresentations did
20 Mr. Scheid make to CSI?

21 **A. In essence, that they were obtaining the**
22 **necessary amount of signatures along with the**
23 **necessary validity rate that enough signatures would**
24 **be -- valid signatures would be obtained to meet the**
25 **standards necessary to validate the initiative.**

1 Q. Mr. Scheid never guaranteed the campaign
2 to be a success, did he?

3 A. That's a loaded question. All I know is
4 what I went off from talking with Mr. Scheid.

5 My recollection is that throughout the
6 process, and particularly at the end, the question
7 was always asked, Are we going to have enough
8 signatures, and is your internal verification
9 showing that -- with those raw signatures we will
10 have enough valid signatures that this initiative
11 will be certified by the Secretary of State?

12 Q. You're not suggesting Mr. Scheid
13 indicated to you or anyone at CSI that the Secretary
14 of State would qualify this campaign? You're not
15 saying that, are you?

16 A. No.

17 Q. Okay. Because that would be pretty hard
18 to do, wouldn't it?

19 A. Yes.

20 MR. BODAMER: Please read back his
21 answer, not the last one.

22 (The answer was read.)

23 BY MR. BODAMER:

24 Q. Well, again, Mr. Stewart, the only
25 person that can determine if there's enough valid

1 signatures is the Secretary of State, isn't it?

2 **A. That is correct.**

3 Q. You also mentioned fraud.

4 Are you testifying that Vanguard
5 committed fraud with respect to its work for CSI?

6 **A. Again, when you asked me that question,**
7 **I said I'm not an attorney, so I don't really want**
8 **to apply or mention any legal terms. So to the**
9 **extent what I know fraud means, necessarily not**
10 **legalistic, yes.**

11 Q. And what fraud did Vanguard or
12 Mr. Scheid commit?

13 **A. Maintaining throughout the process that**
14 **they were obtaining enough raw signatures and that**
15 **their internal verification process indicated that**
16 **with that many raw signatures, given the internal**
17 **validation rate that they came up with, we would**
18 **have enough -- according to their internal**
19 **validation process, we would have enough to qualify**
20 **at the state.**

21 Q. I think we've established earlier that
22 they did submit over 233,000 signatures.

23 Do you recall how close we got to -- I
24 say "we" -- CSI and Vanguard got to qualifying the
25 ballot measure?

1 **A. Why don't we look at Exhibit 3. That**
2 **tells you everything. Correct?**

3 Q. Okay. Look at it then. Let's do that.

4 MR. BODAMER: I forgot what my 3 is.

5 MS. BODAMER: 63.

6 BY MR. BODAMER:

7 Q. What does this tell you?

8 **A. That we didn't -- that there wasn't**
9 **enough valid signatures to qualify the initiative.**

10 Q. Okay. Again, how is that connected to
11 fraud then? Because this is the Secretary of
12 State's determination; correct?

13 **A. This is the Secretary of State's**
14 **determination, correct.**

15 Q. So I think my question was how close did
16 you get?

17 **A. Well, you want to give me a calculator**
18 **and we'll figure up the percentage?**

19 Q. Have you done that?

20 **A. Yes.**

21 Q. But you just don't recall?

22 **A. I think one of them is as low as in**
23 **the 30s. One might have been over 50 percent**
24 **validation rate.**

25 Q. Just looking -- again, we can get into

1 the math because I have. But just in looking at
2 this, it would have taken 95 percent validity to
3 qualify this petition with 36,860 signatures CSI
4 submitted in District 2.

5 **A. I don't understand.**

6 MR. TAKOS: Objection. Misstates.

7 MR. BODAMER: What's it misstate?

8 MR. TAKOS: The facts and evidence.

9 MR. BODAMER: What does it misstate?

10 MR. TAKOS: It misstates the facts.

11 That's my objection.

12 Go ahead.

13 MR. BODAMER: I don't think that's a
14 form objection, is it? But that's all right. You
15 always call me on that, so that's okay.

16 THE WITNESS: What was the question?

17 (The question and answer were read.)

18 THE WITNESS: I still don't.

19 BY MR. BODAMER:

20 Q. Were you aware of how many signatures
21 were submitted in District 2?

22 **A. No.**

23 Q. Were there enough signatures submitted
24 in District 2 in order to qualify this measure in
25 District 2?

1 **A. According to the reports I received from**
2 **Mr. Scheid that the internal validation rate would**
3 **be somewhere in the mid-70 percent, there would have**
4 **been enough signatures.**

5 Q. Again, then I'm asking again, on 233,000
6 signatures, do you recall, at the validity rate
7 found by the Secretary of State, how close you got
8 to qualifying?

9 **A. Again, I don't understand the question.**

10 Q. Okay. Let me ask this again.
11 How did Mr. Scheid commit fraud? I
12 mean, simply ultimately that there were not enough
13 signatures approved by the Secretary of State to
14 qualify?

15 **A. By indicating that his -- that**
16 **Vanguard's internal process of validating the**
17 **signatures was somewhere between 70 --**
18 **mid-70 percent. And, therefore, given the number of**
19 **raw signatures gathered, if that was correct, we**
20 **would have been able to certify -- it would have**
21 **been able to be certified. It would have been**
22 **certified.**

23 Q. You knew, because you were -- everyone
24 was really concerned about District 2 in that last
25 month of November; correct?

1 **A. As far as I recall.**

2 Q. You recall that, right.

3 And going into November, do you recall
4 how many raw signatures had been collected?

5 **A. No.**

6 Q. Do you know how much money CSI had
7 available to pay for the remaining work to be done
8 on the campaign as it went into November of 2022?

9 **A. I do not.**

10 Q. Okay. How much money did you or you and
11 your wife contribute to the campaign?

12 **A. Somewhere around \$150,000.**

13 Q. And I think you said earlier, at least,
14 Mr. Castor -- apparently you confirmed that he and
15 Lex Tecnica contributed over \$2 million? Isn't that
16 what we just looked at? Is that right?

17 **A. Again, I don't have the -- I can't**
18 **answer that question. It's a pretty simple**
19 **question. Just look at how much he either donated**
20 **or loaned.**

21 Q. I know. That's what I'm asking. If you
22 look at Exhibit 4, the second "Whereas" clause says
23 CSI borrowed or was donated more than \$2 million.

24 **A. I assume that to be correct.**

25 Q. And if that is correct and -- you said

1 that you and your family donated how much?

2 **A. I can't remember correctly.**

3 Q. You said, I think, a hundred and --

4 **A. 50.**

5 Q. Now, some of that came from your
6 campaign; is that right?

7 **A. Yes. Majority of it did.**

8 Q. Was that a campaign for mayor or
9 campaign for city council?

10 **A. Residual city council. I had funds**
11 **remaining.**

12 Q. And you transferred that over to CSI in
13 order to help fund or support the campaign?

14 **A. Yes.**

15 Q. Did you ever look to see what percentage
16 of the funding for CSI came from just Castor's
17 contribution and you and your family's contribution?

18 **A. I'm sure I would have looked at that.**

19 Q. What do you recall?

20 **A. I can't recall the numbers.**

21 Q. It was huge, wasn't it? A huge percent?

22 **A. Mr. Castor and Ms. Annalise.**

23 Q. And your family?

24 **A. The vast majority -- let me just say the**
25 **vast majority of the funds contributed came from**

1 **Castors.**

2 Q. And that came in the final month before
3 the turn-in date; right?

4 **A. I can't remember.**

5 Q. Look at the fourth "Whereas" clause in
6 Exhibit 4. It says, "As CSI lacks means to pursue
7 the claims, the parties desire to allow grantee,"
8 which I guess is Lex Tecnica, "to assume all rights
9 to the claims to pursue the claims against the
10 vendor, in trust for CSI."

11 Do you see that?

12 **A. Yes.**

13 Q. Did you talk with Mr. Castor about
14 maintaining the claims and just entering into a
15 contingent fee agreement with his firm to basically
16 prosecute the claims on CSI's behalf?

17 **A. We may have done, but I don't recollect.**

18 Q. Do you know why you didn't just enter
19 into a contingent fee arrangement rather than this
20 assignment of all rights?

21 **A. I was so disappointed and disgusted at
22 that point, I wanted nothing more to do with it.**

23 Q. You were done with it?

24 **A. Yes.**

25 Q. Okay. Hey, look. I understand.

1 **A. I'm just telling you.**

2 Q. I understand. It was a disappointment
3 for everyone. You agree with that?

4 **A. I do.**

5 Q. I mean, including Vanguard and
6 Mr. Scheid. Do you agree with that?

7 MR. TAKOS: Objection. Calls for
8 speculation.

9 BY MR. BODAMER:

10 Q. Is that your understanding?

11 **A. I would speculate that to be the truth.**

12 Q. You don't discount the effort that
13 Vanguard and Mr. Scheid put into this campaign on
14 behalf of CSI, do you?

15 MR. TAKOS: Objection. Vague.

16 BY MR. BODAMER:

17 Q. You can answer.

18 **A. Can I ask a follow-up question?**

19 Q. Sure.

20 **A. What does "effort" mean?**

21 Q. Well, do you believe that Vanguard and
22 Mr. Scheid used their best efforts to collect and
23 submit sufficient valid signatures in order to
24 qualify the petition?

25 **A. No.**

1 Q. What more could it have done or do you
2 believe it could have done?

3 A. **Not knowing the business, actually**
4 **had -- I don't know. Not knowing the business, I**
5 **would be speculating.**

6 Q. Okay. Back to this fourth "Whereas"
7 clause, it says, "the parties" -- I'm picking up
8 mid-sentence. It says, "the parties desire to allow
9 grantee to assume all rights to the claims and
10 pursue the rights against the vendor, in trust for
11 CSI."

12 Do you see that?

13 A. **Yes.**

14 Q. What does that mean?

15 A. **I would just be -- I don't know. I have**
16 **my opinion, but ...**

17 Q. I'm going to ask then, what's your
18 opinion?

19 A. **That CSI turned over all its rights to**
20 **Lex Tecnica and let them pursue the process.**

21 Q. Did Mr. Castor explain what -- you said
22 he drafted this.

23 Do you recall any discussion with him
24 about what he meant when he added the words "in
25 trust for CSI"?

1 **A. I do not recall discussing that term.**

2 Q. Let's look under the "Therefore"
3 paragraphs.

4 It says, "Therefore, the parties agree
5 with this assignment as follows."

6 The first -- Number 1, "The assignment
7 is a privileged document."

8 What's that mean? What's your
9 understanding of what that meant?

10 **A. My understanding would be**
11 **attorney-client privilege. Other than that, I don't**
12 **know the meaning.**

13 Q. Because Mr. Castor was your counsel for
14 CSI at that time?

15 **A. I'm trying to recall if we ever had a**
16 **formal agreement with Lex Tecnica to be CSI's formal**
17 **attorney, and I can't remember that we had.**

18 Q. I understand the formal agreement. But
19 you mentioned attorney-client privilege. That means
20 there's a relationship between the attorney and the
21 client.

22 **A. I mentioned -- I'm sorry.**

23 Q. So is that what you're referring to?

24 **A. I mentioned my understanding of**
25 **"privileged document" means an attorney-client**

1 **privilege.**

2 **Now, does that affect or have specific**
3 **meaning to this document? I do not know.**

4 Q. And you don't recall any discussion with
5 Mr. Castor about that?

6 **A. No.**

7 Q. And you don't recall any discussion with
8 other counsel you may have consulted with; is that
9 right?

10 **A. That is correct.**

11 Q. It says, "The assignment is effective
12 December 29, 2022 (the Effective Date)."

13 What's the significance, if any, of that
14 date?

15 **A. No idea.**

16 Q. It then says, "CSI herewith permanently
17 and irrevocably assigns any and all rights, titles,
18 and interest in the claims to grantee for the
19 benefit of Lex Tecnica and/or its confidential
20 principals."

21 Did you understand that CSI was
22 permanently and irrevocably assigning all of its
23 rights, title, and interest to Lex Tecnica?

24 **A. Yes.**

25 Q. Again, you wanted to be done with it;

1 correct?

2 **A. (Inaudible response.)**

3 Q. I'm sorry. You need to answer.

4 **A. Yes.**

5 Q. Thank you.

6 Who are Lex Tecnica's confidential
7 principals, if you know?

8 **A. I do not know.**

9 Q. He didn't disclose who he was talking
10 about there?

11 **A. Not that I'm aware -- can remember.**

12 Q. It says, paragraph 2, "CSI will transfer
13 and provide any and all remaining funds," it says,
14 "absent agreement otherwise, from CSI to grantee for
15 grantee to pursue the claims on behalf of and
16 instead of CSI as grantee so deems."

17 Did CSI do that? Did it transfer and
18 provide any and all remaining funds?

19 **A. Yes, absent any agreements we had
20 otherwise.**

21 Q. Was there any other agreement?

22 **A. Not written. We were -- if I recall
23 correctly, the only other thing was we were thinking
24 about funding a poll. A poll. So we would have
25 needed some money for that. But that never**

1 **occurred. If I remember correctly, all remaining**
2 **funds were transferred eventually to Sam.**

3 Q. And you're talking about a poll to
4 determine likelihood of a second effort; is that
5 right?

6 A. **Yes. Can I rephrase that, now that I'm**
7 **thinking back?**

8 Q. That's fine.

9 A. **It wasn't a poll about going out and**
10 **trying another signature-gathering process. It was**
11 **a poll to see if there was enough critical mass**
12 **within the public that just a regular campaign at**
13 **the legislature -- if we had enough support from the**
14 **public to go to the legislature and just try and do**
15 **this without the initiative.**

16 Q. Because I guess there was two ways to
17 try to get this in place, what you all were wanting
18 to do. One was through getting it on a ballot or
19 whatever, let the public vote. And the other was to
20 get the legislature to pass a law that effectively
21 did that?

22 A. **Yes. And the third -- not trying to**
23 **give you too much information, but the third would**
24 **be, if neither of those worked, just to go use**
25 **political capital and the will of the people to try**

1 **to get the legislature to do it on their own.**

2 Q. Twist some arms?

3 **A. Yeah.**

4 Q. Have those efforts been made?

5 **A. No. Because we never ran the poll, and**
6 **at that point we decided it was not feasible.**

7 Q. But you do remain hopeful, right, that
8 you'll ultimately succeed on this?

9 **A. I would give anything if we could reduce**
10 **the size of the school district.**

11 Q. Understood.

12 Let's look at paragraph 3 under the
13 "Therefore" section. It says, "While the parties
14 agree that CSI retains all liability for actions
15 prior to this assignment" --

16 What's this referring to? What
17 liability did CSI retain? Do you know?

18 **A. Nothing comes to mind.**

19 Q. Were there claims against CSI?

20 **A. Not that I recall.**

21 Q. Was Mr. Castor or Lex Tecnica or the
22 contributors, lenders, were they threatening claims
23 against CSI?

24 **A. Not at that time. Not to my**
25 **recollection.**

1 Q. Then it says "... this assignment,
2 transfers of all potential recovery from the claims
3 to grantee, and fully and completely absolves CSI
4 from any further liability to grantee."

5 So in other words, paragraph 3 seems to
6 be suggesting that CSI had liability to Lex Tecnica
7 or Mr. Castor. Did it?

8 A. I'm just reading this now to see if I
9 can understand it.

10 Q. Thank you.

11 A. If I -- again, not being an attorney,
12 and this could be totally wrong, but if I read that
13 correctly, CSI retains the liability prior to
14 entering into this agreement, and Lex Tecnica
15 retains or takes the liability on after this
16 agreement, as well as all the -- if any potential
17 recovery.

18 I could be wrong. Just off the top of
19 my head, not being an attorney.

20 Q. I understand.

21 I mean, there's a lot in this one-page
22 agreement. Would you agree?

23 A. Yes.

24 MR. TAKOS: Objection. Vague.

25 ///

1 BY MR. BODAMER:

2 Q. As you're reading through this with me,
3 does that refresh your recollection as to whether
4 you actually retained a lawyer or somebody to review
5 this on behalf of CSI?

6 MR. TAKOS: Objection. Asked and
7 answered.

8 BY MR. BODAMER:

9 Q. You can answer if it has refreshed your
10 recollection at all.

11 A. **It has not. I do not remember retaining**
12 **an attorney to review this.**

13 Q. You don't believe you did, do you?

14 A. **I don't believe so.**

15 Q. If you look at paragraph 4 under the
16 "Therefore" clauses, the end of that -- not the end.
17 Let me just read it.

18 "CSI agrees to do all it can to assist
19 grantee, with its pursuit of the claims, by
20 providing any and all support and evidence for the
21 claims, including data, emails, text messages, and
22 witnesses for grantee's use in pursuing the claims."

23 Has CSI done that? In other words, is
24 it doing all it can to assist grantee, Lex Tecnica,
25 here?

1 **A. To my knowledge, yes.**

2 Q. And it says to treat this assignment as
3 confidential.

4 Do you recall why this assignment was to
5 be confidential?

6 **A. I do not.**

7 Q. Paragraph 5 under the "Therefore" clause
8 says, "CSI will hereinafter view counsel selected by
9 grantee to pursue the claims, as its counsel, and
10 the parties agree attorney-client and joint-defense
11 privilege attached herewith."

12 So at least at this point, after you
13 signed this, Sam Castor and Lex Tecnica was viewed
14 as counsel for CSI; is that right? Is that your
15 reading?

16 MR. TAKOS: Objection. Calls for a
17 legal conclusion.

18 THE WITNESS: I don't know.

19 BY MR. BODAMER:

20 Q. Then the very last sentence of
21 paragraph 5 says, "This assignment is governed by
22 Lex Tecnica's then-current general terms and
23 conditions available at its website, which may be
24 amended from time to time."

25 Did you ever look at that website and

1 see what general terms and conditions were available
2 at the time of this agreement?

3 **A. No.**

4 Q. And this was entered into, as I recall,
5 just shortly before the lawsuit was filed; is that
6 right?

7 **A. I do not know.**

8 Q. And I take it, as you indicated, once
9 you signed this, CSI was done with this?

10 **A. Let me be clear. The way I understand**
11 **it, yes, with the signature-gathering process,**
12 **Vanguard, all of that, we still had hope that we**
13 **might be able to go to the legislature.**

14 Q. Sure. So, again, in signing this then,
15 as to the issues with the signature-gathering
16 campaign and any claims against Vanguard, from CSI's
17 perspective it was done with this?

18 **A. That is correct.**

19 Q. Thank you.

20 I take it that may have been one reason
21 you never bothered to review the complaint or the
22 amended complaint; is that right?

23 **A. Very good assumption.**

24 Q. Thank you. I'm slow but eager.

25 (A discussion was held off the record

1 regarding exhibit numbers.)

2 (Exhibit 5 marked.)

3 BY MR. BODAMER:

4 Q. If you would, please, take a look at
5 Exhibit 5, which is a letter of intent between
6 Community Schools Initiative and Lex Tecnica, LLC.

7 MR. BARR: Give it to me, and I'll make
8 a couple of copies.

9 MR. BODAMER: That's okay. It's coming
10 up. I can hold on to it.

11 BY MR. BODAMER:

12 Q. Did you have a chance to review
13 Exhibit 5?

14 A. I have.

15 Q. Do you recall negotiating and entering
16 into this letter of intent between Community Schools
17 Initiative and Sam Castor as the founding member and
18 manager of Lex Tecnica?

19 A. Yes.

20 Q. It looks like this was entered into
21 on -- well, you signed on November 15th and
22 Mr. Castor signed on November 16th; correct?

23 A. Correct.

24 Q. This was literally eight days before the
25 turn-in date for the Secretary of State; is that

1 right?

2 **A. Correct.**

3 Q. Just to put some context.

4 What do you recall that led to this
5 Exhibit 5, this letter of intent?

6 **A. My best recollection -- my best**
7 **remembrance would be that we had agreed to this --**
8 **Sam and CSI -- previously, and able to keep the**
9 **process and signature-gathering process moving**
10 **forward, and this was just a formalization of that**
11 **verbal agreement.**

12 Q. Did you have an attorney -- excuse me.
13 Who drafted this?

14 **A. I'm assuming Sam, and I would think that**
15 **Bob Sweetin would have reviewed it as well.**

16 Q. And do you recall -- do you recall why
17 Mr. Sweetin was reviewing this?

18 **A. He would have been -- he's on the board,**
19 **and he's an attorney, and he would have reviewed it**
20 **in the interest of CSI.**

21 Q. Do you recall whether you had any other
22 lawyer review this?

23 **A. Not that I recall.**

24 Q. Do you recall when you began discussions
25 with Mr. Castor about this letter of intent?

1 **A. I don't recall when that -- actual**
2 **discussions began.**

3 Q. As you mentioned, if you look at the
4 second paragraph of Exhibit 5, it says, "CSI
5 requires funding for purposes of finishing the
6 gathering of signatures for the initiative and for
7 moving forward with the legislative and political
8 processes to enact or support the initiative."

9 Were you all basically drained at this
10 point in time?

11 **A. I'm sorry. Which paragraph was that?**

12 Q. Sorry. Second paragraph.

13 **A. Okay. Yes. At that point the Castors**
14 **were providing all the necessary funds.**

15 Q. And that's addressed then in the third
16 paragraph, when it says, "Lex Tecnica and/or its
17 principals are willing to contribute, all told, up
18 to \$2 million in the form of a noninterest-bearing
19 loan" -- I'll go ahead and read it all -- "in
20 amounts and times agreed by the parties for the
21 purpose of helping CSI advance the initiative, with
22 the intent that these monies be repaid by CSI once
23 additional contributions and funds are obtained by
24 CSI."

25 Can you explain what's being addressed

1 here?

2 **A. I will try.**

3 Q. All right.

4 **A. The way I remember it.**

5 Q. Sure.

6 **A. Let me -- may I ask you specifically**
7 **what questions you have relative to this paragraph**
8 **rather than me just ...**

9 Q. Sure. First of all, whether they are
10 making a contribution, it looks like -- it made some
11 contributions, but it says that -- it looks like
12 he's converting this to a noninterest-bearing loan.

13 Was that the intent?

14 **A. Here's how I will answer that:**

15 **As far as how Sam -- and I use "Sam" as**
16 **him and his company or his entities -- how the money**
17 **was donated to CSI, I entirely left it up to him.**
18 **It was all for his benefit. Whether for taxes or**
19 **whatever reason, I do not know. He wanted some of**
20 **it to show as loans, some of it as a donation. I**
21 **don't know. So I didn't even pursue that.**

22 Q. He told you that's what he was doing,
23 but you didn't get into any details about why?

24 **A. No.**

25 Q. Then this last clause at the bottom of

1 that third paragraph says, "with the intent that
2 these monies be repaid by CSI once additional
3 contributions and funds are obtained by CSI."

4 So -- well, I'm not going to put words
5 in your mouth. What was going on there?

6 **A. It may be overoptimistically thinking.**
7 **My remembrance is that we were optimistic since we**
8 **had the money, we were going to get the signatures**
9 **necessary given the validity rate we were being**
10 **told, and the initiative would qualify. And once it**
11 **qualified, the fundraising would be a lot easier to**
12 **obtain. Because there was then fundraising for the**
13 **campaign with the legislature. Because if we had a**
14 **valid initiative, it would be easier to obtain**
15 **donations.**

16 Q. Because fundraising had been tough up to
17 now?

18 **A. Very.**

19 Q. Your thought was if you could get it on
20 the ballot, then you would get more interest, more
21 financial contributions?

22 **A. Correct.**

23 Q. And if that happened, then money would
24 be paid back to Sam Castor and Lex Tecnica? Was
25 that the plan?

1 **A. Yes.**

2 Q. The next paragraph says, "The parties
3 hereto may more fully formalize this loan as
4 requested by either party."

5 Was it ever formalized? I mean beyond
6 what is in this letter of intent.

7 **A. My understanding, beyond this letter of**
8 **intent, no.**

9 Q. Because then if you look at the next
10 paragraph down, the fifth paragraph before we get to
11 the material terms, it says, "These terms are
12 understood between the parties to have the force and
13 effect of a traditional agreement" --

14 Do you know what that means? What's a
15 "traditional agreement"?

16 **A. No.**

17 Q. -- "until such time when, if the parties
18 deem it necessary, this letter of intent is
19 formalized into a more formal loan and/or
20 contribution agreement."

21 So this was to suffice unless you all
22 needed to formalize it further, and you don't think
23 that ever happened?

24 **A. Correct.**

25 Q. Where it says "this letter of intent is

1 formalized into a more formal loan and/or
2 contribution agreement," what does that mean? That
3 somehow it could be converted from a loan to a
4 contribution?

5 **A. I'm assuming so.**

6 Q. Then let's look at the material terms.
7 The first paragraph talks about Lex
8 Tecnica and/or its principals will provide up to
9 \$2 million in the form of a noninterest-bearing
10 loan.

11 Then it looks like CSI in paragraph 2
12 agrees to use the loan in its best efforts to obtain
13 all certified signatures necessary for
14 qualification, I think it's of the initiative,
15 before November 23, 2022.

16 That was the turn-in date; right?

17 **A. Yes.**

18 Q. And then at Number 3 it says, "CSI will
19 use best efforts to raise all amounts necessary for
20 the initiative and subsequent potential lobbying,
21 legislation, and regulation, and from those amounts
22 raised return at least \$1.5 million of the loan to
23 Lex Tecnica and/or its principals."

24 So this goes to what you were talking
25 about; right? That there would be -- some of this

1 money would be used post-qualification; is that
2 right?

3 **A. Correct.**

4 Q. And that at that point Mr. Castor or
5 Lex Tecnica would get back 1.5 million of the
6 \$2 million it loaned?

7 **A. Correct.**

8 Q. All right. And what about the remaining
9 of whatever the loan was? That would just be deemed
10 a contribution?

11 **A. I'm assuming.**

12 Q. Then paragraph 4 says, "The parties will
13 have a weekly expense discussion, and Lex Tecnica
14 and/or its principals will have authority to approve
15 the vendor, consultant, contractor, or service
16 provider payments until such time that the loan is
17 either no longer necessary or the repayment minimum
18 is met."

19 So it sounds like Lex Tecnica was
20 basically taking over the cause. Did I read that
21 right?

22 **A. My thinking back, my memory would be**
23 **that this clause, in my opinion, or in my thinking,**
24 **was simply that Sam, meaning all of the -- whomever**
25 **was donating, whatever entities, that if they were**

1 **donating the bulk of the funds for the process, they**
2 **should at least be able to have a say in how it gets**
3 **distributed.**

4 Q. How it gets spent?

5 A. **Yeah. Which only seemed reasonable.**

6 Q. In then paragraph 5 it looks like
7 Lex Tecnica was going to provide pro bono services
8 to lead and coordinate the subsequent efforts; is
9 that right?

10 A. **That's correct.**

11 Q. Yeah. It says, "which will be tracked
12 and valued as an in-kind contribution to CSI."

13 Again, nothing further has happened?

14 A. **Correct.**

15 Q. If you look at the next page,
16 paragraph 7 looks like no individual, no board
17 member, or anyone else within CSI would be obligated
18 to pay the loan back. It would solely be the
19 obligation of CSI, the political action, to do?

20 A. **That is correct.**

21 Q. Let's turn to Number 59. We only have
22 the one page. Let me explain.

23 When we first printed off what I'm going
24 to give you as Exhibit 8, we did not have, it looks
25 like, the page before it.

1 MR. BODAMER: I'm going to hand this to
2 you, Zach, just to put it in context, because
3 there's no date on this page because it's on the
4 page before. Take a look at that.

5 We can go off the record a minute.

6 THE VIDEOGRAPHER: We are going off
7 record at 11:21 a.m.

8 (A break was taken.)

9 (Exhibit 8 marked.)

10 THE VIDEOGRAPHER: We are back on record
11 at 11:23 a.m.

12 BY MR. BODAMER:

13 Q. I'm going to hand you what's been marked
14 as Exhibit 8, which is -- the front page is an email
15 dated January 3, 2023, from Mary Jane Stewart to
16 you, among others. And then at the bottom there's
17 an email from Mr. Castor that was sent to Peter
18 Beloshitski.

19 Do you know who that is? He's with
20 In Compliance.

21 A. Oh, In Compliance was handling the
22 accounting of our firm, so he must have been one of
23 the employees there.

24 Q. Right. So I'm going to hand you that.
25 Please take a look. The most interest I want to ask

1 you about is the second page. But, again, you need
2 to look at the bottom of the first page to get some
3 context.

4 **A. Okay.**

5 Q. Again, looking at the bottom of the
6 first page of Exhibit 8, there's an email from
7 Sam Castor sent Wednesday, December 28, 2022, to
8 Peter Beloshitski in which you're copied. It says,
9 "Thank you, Peter." He says, "I know a reference to
10 1.445" -- well, \$1,445,500 -- "in liabilities, but
11 wanted to ensure this included the full 1.7 million
12 we loaned under the loan agreement."

13 Do you see that?

14 **A. Uh-huh.**

15 Q. Is that --

16 **A. Yes.**

17 Q. Do you know what he's talking about when
18 he says "I know a reference to the 1,445,500 in
19 liabilities"? Do you know where he was getting
20 that?

21 **A. I'm assuming that that -- assuming that**
22 **that would mean 1.446 million bucks was a loan.**

23 Q. Then he says, "I wanted to ensure this
24 included the full 1.7 million we loaned under the
25 loan agreement."

1 Was that your understanding, that that
2 was the final amount loaned?

3 **A. Without any further documentation, it is**
4 **my understanding that \$1.71 million, however it was**
5 **contributed, that's what the Castors donated.**

6 Q. If you look at the box below, where
7 Mr. Castor has set out the dates and the
8 contributors and the amounts, I think that does
9 total \$1.71 million.

10 **A. 17.1.**

11 Q. Aren't you a trained engineer?

12 **A. I am.**

13 Q. So you're good with numbers?

14 **A. Yes.**

15 Q. As lawyers we're not so good at that.

16 So it looks like the additional --
17 sorry, the initial three items at the bottom,
18 dated -- looks like there's a February 11, '22,
19 donation contribution, whatever, of 20,000, and then
20 there's two \$100,000 donations from Lex Tecnica on
21 July 6th and July 19th, for a total of \$220,000.

22 Do you agree?

23 **A. Yes.**

24 Q. Do you know -- were those contributions
25 that were being converted to a loan?

1 **A. The best I can remember is they were**
2 **contributions and straight cash donations.**

3 Q. Then on 9/15 there's a \$50,000. I guess
4 it's listed maybe on the contribution report as Lex
5 Best. And Mr. Castor says "Error."

6 I am assuming he probably means it's
7 supposed to be Lex Tecnica; is that right?

8 MR. TAKOS: Objection. Calls for
9 speculation.

10 BY MR. BODAMER:

11 Q. If you know.

12 **A. I do not know.**

13 Q. If you total that 50 on, that's 270 then
14 in contributions it appears.

15 Then the rest of them, beginning with
16 October 21st up through November 22nd, it totals,
17 and you can check my math, but I think
18 \$1.44 million, all came from CPACS.

19 What is CPACS, if you know?

20 **A. I do not know, but I'm just -- I don't**
21 **know.**

22 Q. Did CSI have to report contributions and
23 loans to regulators?

24 **A. Absolutely.**

25 Q. And did CSI do that?

1 **A. Absolutely.**

2 Q. What role, if any, did you have in, if
3 not creating, reviewing, or approving?

4 **A. Ensuring that In Compliance did that.**

5 Q. In Compliance, Peter's firm, was
6 responsible.

7 Are you contracted with them to do that?

8 **A. Yes.**

9 Q. Did you review their work before it was
10 submitted?

11 **A. Yes.**

12 **(Exhibit 9 marked.)**

13 BY MR. BODAMER:

14 Q.

15 **A. Okay.**

16 Q. What I've handed you, Exhibit 9, is just
17 the first, it appears, of seven pages. I'm only
18 handing it to you to make sure I understand what
19 this is. Which were just talking about the
20 contributions and expense report -- is that what
21 we're looking at here -- that apparently was filed
22 on March 17, 2023?

23 **A. If you mean the contribution and**
24 **expenses report required by law to be filed with the**
25 **Secretary of State, that is correct.**

1 Q. Thank you.

2 It's signed below by Cameron Phillips,
3 and, again, dated March 17, 2023.

4 Do you know who Cameron Phillips is?

5 A. **Another employee of In Compliance.**

6 Q. So this is the type of report -- and
7 granted, this is just the first of seven pages, but
8 this is the type of report that you were talking
9 about that In Compliance would prepare and then
10 provide to you, and you would review and approve,
11 and they would file with the Secretary of State?

12 A. **That is correct.**

13 Q. All right. Thank you.

14 MR. BODAMER: Maybe this is a good time
15 to take a break? Is that okay with you?

16 THE WITNESS: Sure.

17 THE VIDEOGRAPHER: We are going off
18 record at 11:33 a.m.

19 (A break was taken.)

20 THE VIDEOGRAPHER: We are back on record
21 at 11:47 a.m.

22 (Exhibit 10 marked.)

23 BY MR. BODAMER:

24 Q. Mr. Stewart, I've handed you what's been
25 marked as Exhibit 10, which is a two-page document.

1 Looks like front page is an email from you to Mary
2 Jane Stewart, again, dated 9/30/2022, and it shares
3 a link to a "Scott and Dan budget meeting" that same
4 day. And the second page appears to be what's
5 referenced there.

6 Are you familiar with this document?

7 **A. I am.**

8 Q. Can you tell me what this relates to?
9 Clearly a budget meeting with you and Scott, but can
10 you put some context into this?

11 **A. Obviously we were tracking very closely**
12 **the progress of the efforts to obtain the necessary**
13 **signatures, both financially and the to-date results**
14 **and the projected results. "Results" meaning number**
15 **of signatures gathered.**

16 Q. Did you and Mr. Scheid meet in person
17 for this meeting, or was it virtual or phone? Do
18 you recall?

19 **A. I can't remember.**

20 Q. Did you have other such meetings with
21 Mr. Scheid where you would have created a document
22 such as this?

23 **A. I assume so.**

24 Q. You don't recall?

25 **A. I'm just trying to remember if we had --**

1 **I assume we had meetings -- ongoing meetings,**
2 **especially in the fall, to talk about the budget and**
3 **the progress.**

4 Q. This was not a board meeting; is that
5 right? This looks like a meeting that the two of
6 you had.

7 A. **I don't know.**

8 Q. Were your board meetings usually on
9 Mondays?

10 A. **I can't remember.**

11 Q. And I may be wrong on that too. I
12 thought that was the case.

13 I just noticed this was a Thursday. I
14 didn't know if that would make any difference or
15 not. That's fine.

16 It looks like, just looking down through
17 these numbered paragraphs, that as of October 2nd
18 there would be approximately 71,000 signatures
19 gathered; is that right?

20 A. **Which numbered line are you looking at?**

21 Q. Line 1.

22 A. **Yeah, that's what they report.**

23 Q. Here you are a little over seven weeks
24 from the turn-in date, and you all had gathered
25 approximately 71,000 signatures?

1 **A. That is incorrect. Vanguard reported to**
2 **have gathered approximately 71,000 signatures.**

3 Q. Are you suggesting that they had not by
4 that date?

5 **A. I'm not suggesting anything. You asked**
6 **me if I had gathered 71,000.**

7 Q. I'm sorry. No. Thank you. That's a
8 legitimate correction there. Thank you.

9 Vanguard, at least as of this date,
10 October 2, 71,000 signatures. Okay.

11 And then it says "Total Due, Vantage."
12 Should that be Vanguard?

13 **A. I'm assuming, yes.**

14 Q. The reason I ask, there was also a
15 software called Advantage that was used in part of
16 the campaign, and I just wasn't sure. This looks
17 more like Vanguard, but I just wanted to make sure.

18 **A. My assumption is it meant Vanguard.**

19 Q. Okay. If this is correct, it looks like
20 there were -- it was \$852,000 due to Vanguard as of
21 that date for the 71,000 signatures?

22 **A. According to this report.**

23 Q. And then the total paid was 360,000,
24 which I just want to make sure I'm reading this
25 right. And the remaining balance due as of Sunday,

1 October 2nd, was \$492,000; is that right?

2 **A. If you subtract the two, yes, as**
3 **indicated in the parentheses.**

4 Q. Do you recall that invoices were due
5 upon receipt?

6 **A. I can't remember the terms.**

7 Q. But would you at -- either way, would
8 you agree that basically as of the date of this
9 report, according to Vanguard anyway, CSI was in
10 arrears?

11 **A. According to this report, yes.**

12 Q. Okay. And then the cash on hand as of
13 Sunday, October 2nd, says --

14 **A. May I amend that last statement?**

15 Q. Yes, sir.

16 **A. This report, and I'm not trying to give**
17 **too much information, but I'm not so sure we've**
18 **received an invoice for this amount. So we don't**
19 **pay unless we receive an invoice.**

20 Q. Absolutely.

21 **A. Let's just be clear about that.**

22 Q. Absolutely. I understand.

23 **A. This is just trying to keep up with the**
24 **progress being made.**

25 Q. And I do have those invoices. So I'm

1 not trying to --

2 **A. I'm sure somebody does.**

3 Q. But it says cash on hand as of Sunday,
4 October 2nd, \$250,000, approximately.

5 Was that information that came from you
6 or Ms. Stewart?

7 **A. I'm assuming it came from Ms. Stewart.**

8 Q. Which left the 242,000 due as of Sunday,
9 October 2nd; is that right?

10 **A. According to this report.**

11 Q. Okay. Now, paragraph 7 it says,
12 "Matching donations from Castors through Sunday,
13 October 2, \$250,000."

14 What matching donations are you
15 referring to there?

16 **A. If I recall correctly, when we were out**
17 **beating the bushes to raise money for this, we told**
18 **potential donors, contributors, that for every**
19 **dollar they contributed, an unnamed benefactor would**
20 **match that amount, \$1 per \$1.**

21 Q. Up to what amount?

22 **A. I cannot remember.**

23 Q. The reason I ask, I've seen
24 documentation that talks about \$1 million and
25 \$2 million. I'm speculating, but if you can

1 confirm, please, let me know. It looked like --
2 were you seeking a million dollars that the Castors
3 then agreed to match for an additional million
4 dollars? Do you recall, was that the plan?

5 **A. I recall that there was a plan in place.**
6 **I do not recall the amount to which they would --**
7 **total amount they would match.**

8 Q. The reason I ask is, if they agreed to
9 match up to \$2 million, then obviously that would be
10 \$4 million for CSI. Whereas, if they agreed to
11 match up to a million dollars, it would be -- if it
12 came to fruition, would be 2 million.

13 Does that ring a bell for you as to
14 which it might have been?

15 **A. No.**

16 Q. If you look at paragraph 8, it looks
17 like the Castors owed \$42,000 as of Sunday,
18 October 2nd.

19 Where did that information come from?

20 **A. Probably Ms. Stewart or In Compliance,**
21 **but most likely Ms. Stewart.**

22 Q. Then Number 9 it says, "Money Dan to
23 donate, \$100,000."

24 Did that come from you?

25 **A. My campaign fund, yes.**

1 Q. Campaign, okay.

2 And then 10 says, "Matching funds from
3 Castors equaled 142,000." It says "42K plus 100K."

4 Can you explain that one to me?

5 A. If I read it correctly, it's showing
6 8 and 9 add up to \$142,000.

7 Q. Which would be the balance that the
8 Castors owed, plus the hundred thousand that your
9 campaign was contributing, so it would be 142,000.
10 That would be enough to bring Vanguard -- or to pay
11 them the 242,000; is that right? Looking at
12 Number 11.

13 A. Yes.

14 Q. Then Number 12 says, "Castors' total
15 matching funds at this point, 392,000."

16 That 392,000, as of September 29, 2022,
17 where did that 392 come from? Was that -- would
18 that have been CPACS? Would that have been the
19 Castors? Would that have been Lex Tecnica? Do you
20 know?

21 A. No.

22 Q. Then under "Notes" it says, "Currently
23 Vanguard has approximately 42 petitioners working."

24 A. Yes.

25 Q. I assume Scott told you that?

1 **A. Correct.**

2 Q. And it says, "Can ramp up after November
3 elections with an additional 200 petitioners."

4 What's the -- what was your
5 understanding of the impact of the November
6 elections?

7 **A. My understanding, given what I'm looking**
8 **at here, would be that he had 200 people working on**
9 **other campaigns and other elections. Once the**
10 **election is complete, then there's 200 people that**
11 **he could put into gathering signatures.**

12 Q. Did he tell you that, or is that just
13 the way you're reading this?

14 **A. I don't know.**

15 Q. Okay.

16 **A. Can I assume?**

17 Q. Yeah, which I assume -- I assume
18 that's -- what you just said is an assumption?

19 **A. I can't recollect him telling me**
20 **exactly, but I would not have come up with that on**
21 **my own. So it would have had to have come from**
22 **Scott.**

23 Q. The only other thing, were there any
24 elections in Nevada at that time, in November?

25 **A. November '22? Of course.**

1 Q. When?

2 A. **First Tuesday in November, even years.**

3 Q. Does that mean maybe there's more
4 streetwalkers or signature gatherers available
5 because they're no longer --

6 A. **That's just what I said.**

7 Q. I'm sorry. I'm saying that you
8 indicated that maybe Vanguard had additional 200
9 people ready to go.

10 I'm saying or was it just that there
11 would be more available workers after the November
12 election that therefore they could hire more to
13 complete the job?

14 A. **I'm not understanding your question**
15 **given what I'm looking at here.**

16 Q. The next point says, "Should be no
17 problem reaching 190 to 200,000 signatures by
18 November 20."

19 Did Mr. Scheid say that?

20 A. **If we go back to the top, it says Dan**
21 **and Scott's -- "Scott and Dan Budget Meeting," and**
22 **it says "Notes" from that budget meeting.**

23 **So those are notes that I took in that**
24 **budget meeting that Scott relayed to me.**

25 Q. Well, but there were some things that

1 were related by Ms. Stewart and some things from
2 you. I'm just trying to make sure I understand who
3 said what and when. So that's all I'm doing. I'm
4 not trying --

5 **A. Look at the five bullet points then.**

6 **Would you like me to do that? Under "Notes"?**

7 Q. Well, that's what we're doing.

8 **A. Okay.**

9 Q. So the next one says, "Hope to collect
10 15,000 signatures through volunteers."

11 Did that come from you?

12 **A. That would have come from me.**

13 Q. Okay. But you don't recall how many
14 volunteer signatures CSI ultimately gained?

15 **A. Nope.**

16 Q. Then "Turn in all signatures to
17 Secretary of State on or by November 23rd."

18 That was common knowledge, I assume --

19 **A. Yep.**

20 Q. -- between both of you; correct?

21 **A. Yep. Always the goal, the key point.**

22 **Sorry to walk over the top of you.**

23 Q. Below that it says, "Suggested other
24 people to contact for donations. Bob Bigelow, Bob
25 Coons, Andy Aboud."

1 Who provided those names?

2 A. I can't recollect. They came up during
3 our budget meeting. I'm not sure who suggested
4 those names.

5 Q. Mr. Scheid did assist CSI in
6 fundraising, did he not?

7 A. He tried.

8 Q. I mean, I realize that you all had
9 challenges, but I'm saying he came up with names and
10 recommended people to contact?

11 A. Yes.

12 Q. Among other things?

13 A. Yes.

14 Q. Did you ever doubt for a minute that
15 Mr. Scheid was committed to getting you guys across
16 the finish line?

17 A. Nope.

18 Q. And then under "Other Suggested
19 Strategies," are those from you or Mr. Scheid or
20 someone else?

21 A. This, if I recall correctly, Mr. Scheid
22 knew Mr. Paolo. And maybe -- again, I'm just --
23 well, I shouldn't assume.

24 What was the question, please?

25 Q. Who came up with these two other

1 suggested strategies?

2 **A. I can't remember.**

3 Q. Okay. Who is Guy, if you know?

4 **A. Guy?**

5 Q. Is that what it is? I'm sorry.

6 **A. He was a candidate for governor.**

7 Q. As you can tell, I'm not local.

8 **A. No, no. I said Guy too until I**
9 **remembered.**

10 Q. While we're on these matching
11 contributions, I want to ask you about a couple
12 here.

13 (Exhibit 11 marked.)

14 THE WITNESS: Okay.

15 BY MR. BODAMER:

16 Q. Exhibit 11 is an email from you to
17 several folks on June 8, 2022. The subject is
18 "Community Schools Initiative - Matching Funds."

19 First of all, you say "Chet." Big Chet
20 Cox. Who's Big Chet Cox?

21 **A. A friend of mine.**

22 Q. You're emailing him basically seeing if
23 he's willing to donate; is that right?

24 **A. That's correct, yes.**

25 Q. And then you say, second sentence, "As I

1 mentioned, Sam and Annalise Castor have stepped up
2 big time and generously agreed to match any funds
3 donated and/or raised by you. Since we really need
4 to get the signature-gathering firm to work
5 collecting signatures in the next couple of weeks,
6 this is a terrific opportunity for us to get to that
7 first million-dollar benchmark twice as quick."

8 So, again, this is June 8th. This
9 predates the agreement between CSI and Vanguard.

10 But as of this date, Mr. and Mrs. Castor
11 had basically agreed to match funds up to a million
12 dollars?

13 **A. Apparently so.**

14 **Q.** Did Big Chet end up contributing?

15 **A. I can't recall. If you go back to the**
16 **other six pages of this report, you'll be able to**
17 **find out. That report being Exhibit 9.**

18 **Q.** Sure.

19 Then that same day it looks like --
20 well, I'm going to ask you if you remember this. If
21 not, I'll pull it.

22 Do you remember reaching out to John
23 Guedry of Bank of Nevada, encouraging him to
24 contribute a hundred thousand dollars to the
25 campaign?

1 **A. I don't know when, but I'm assuming I**
2 **did that, because I did chat with John.**

3 Q. Do you recall that Bank of Nevada
4 donated \$10,000 and he and his wife contributed a
5 thousand?

6 **A. If that's what the report reflects.**

7 Q. I was looking at an email.

8 (A discussion was held off the record.)

9 (Exhibit 12 marked.)

10 BY MR. BODAMER:

11 Q. Even though it's crossed out, I'm going
12 to hand you Exhibit 12. That will be our 12.

13 **A. Okay.**

14 Q. I realize you're not copied on either
15 one of these. Okay?

16 **A. Yes.**

17 Q. But we were just looking at Exhibit 11,
18 which was your email with Big Chet, and you're
19 talking about Sam and Annalise Castor stepping up,
20 doing the matching.

21 So now I want to move forward two days
22 to June 10th, where your daughter-in-law, Mary Jane
23 Stewart, is writing to Mike Slanker regarding the
24 Castors. She makes six points here to Mr. Slanker.

25 My question for you is, were you aware

1 of Ms. Stewart's comments, and what, if anything,
2 came of that?

3 **A. I can't remember specifically since I**
4 **did not receive this email.**

5 Q. Well, did you have regular discussions
6 with Ms. Stewart?

7 **A. I did.**

8 Q. And did she have concerns or at least
9 comments about the Castors and basically what they
10 were seeking in exchange for their agreement to
11 match contributors or contributions?

12 **A. Without remembering any specific**
13 **conversations, I would say yes, we talked about**
14 **everything.**

15 Q. Okay. But this doesn't ring a bell with
16 you?

17 **A. Not necessarily, no.**

18 Q. What's your understanding of what was
19 happening here that Ms. Stewart was concerned about?

20 MR. TAKOS: Objection. Calls for
21 speculation.

22 BY MR. BODAMER:

23 Q. Only if you know from your discussions
24 with her.

25 **A. I do not.**

1 Q. Fair enough.

2 MR. BODAMER: Let's pull 43.

3 (Exhibit 13 marked.)

4 BY MR. BODAMER:

5 Q. Handing you Exhibit 13.

6 A. **Yes. I'm reading it.**

7 Q. This is an email from you to Scott

8 Scheid dated Wednesday, August 24, 2022,

9 "Subject: Paolo meeting."

10 You had mentioned earlier that you
11 understood Mr. Scheid knew Paolo; is that right?

12 A. **That's correct.**

13 Q. So you're saying to him, "Sorry to bug
14 you on this, but I really want to be able to pay you
15 for collecting 180,000 signatures. Have you had a
16 chance to schedule a meeting with Paolo yet?"

17 Now, my question has to do with the
18 first sentence, "but I really want to be able to pay
19 you for collecting 180,000 signatures."

20 What are you talking about there?

21 A. **That I really want to raise the money
22 necessary to pay for 180,000 signatures.**

23 Q. But you'd only contracted with Vanguard
24 to collect 20,000 and change in terms of signatures;
25 right?

1 **A. Based off of that contract in one of**
2 **these exhibits, that is correct.**

3 Q. But then we talked earlier about
4 extending or whatever.

5 CSI did decide to move forward with
6 Vanguard after it collected the 20,000, and the goal
7 was 180,000 signatures; right?

8 **A. If I remember correctly, correct.**

9 Q. And are you aware that Vanguard invoiced
10 CSI for a total of 180,000 signatures at \$12 a
11 signature?

12 **A. I don't know when. I'd have to see the**
13 **invoice.**

14 **(Exhibit 14 marked.)**

15 BY MR. BODAMER:

16 Q. What I'm handing you here are the
17 invoices. And these came from CSI or Lex Tecnica.
18 All the invoices from Vanguard to CSI for the
19 Community Schools Initiative.

20 And if you look at the last page of
21 Exhibit 14, you'll see that this was an invoice for
22 160,001 to 180,000 of 180,000 raw signatures?

23 **A. Yes.**

24 Q. And 180,000 raw signatures were then
25 billed at \$12 -- well, at least these were all

1 billed at \$12 for a signature?

2 **A. That's a mistake. 19,999 would have**
3 **been billed at \$12.**

4 Q. I'm sorry?

5 **A. I'm just reading the invoice. It says**
6 **the description is 160,001 to 180,000 of the 180,000**
7 **raw signatures. So that would be 19 -- basically**
8 **20,000 times 12 is \$240,000.**

9 **So we were paying not for the 180,000**
10 **raw signatures; we were paying for 20,000 of that,**
11 **the last 20,000 of it.**

12 Q. Okay. But what --

13 **A. So what's your question then? Excuse**
14 **me.**

15 Q. Why are you upset?

16 **A. I'm not.**

17 Q. My point is, does this refresh your
18 recollection that CSI was billed for 180,000
19 signatures total?

20 **A. Yes.**

21 Q. Okay. That's all I need.

22 And they submitted to the Secretary of
23 State -- what did we say? 233,000 and change? Do I
24 remember that right? Did I remember that right?

25 **A. I can't remember how many they**

1 **submitted.**

2 Q. Well, it was on the Secretary of
3 State's. But that's okay, you don't need to.

4 **A. Okay.**

5 **(Exhibit 15 marked.)**

6 BY MR. BODAMER:

7 Q. What I've handed you is Exhibit 15.
8 Looks like a series of emails, I think four pages,
9 in the September 13th-September 14th time frame;
10 correct?

11 **A. Correct.**

12 Q. Let's start at the back, I guess. This
13 is an email from Mary Jane Stewart on
14 September 13th. It doesn't exactly indicate who
15 she's sending it to. But would this have gone to
16 you, if you know?

17 **A. I don't recollect specific. I'm**
18 **assuming.**

19 Q. If you look then at the email right
20 above it, it looks like that same date -- it's at
21 the top of page 3 of Exhibit 15. It says, "Dan
22 would like to meet to talk about this at 1:30 or
23 2:00. Can you guys Zoom at that time?"

24 I don't know if you recall if you all
25 actually had a meeting or not, but do you recall, in

1 reading the September 13th email from Ms. Stewart,
2 do you recall -- there's a narrative there. "Good
3 morning. I wanted to do a quick update on the
4 budget and cash on hand after seeing the success
5 Scott's team had last week. It got me worried. We
6 cannot keep them engaged if we don't get cash flow
7 soon. If we stop them from gathering, his best
8 employees will leave the state to move on. They
9 have to go where the money is. They need 48 hours'
10 notice to stop operations," and then she gives a
11 quick budget progression. Then she refers to some
12 meetings. "Hopefully this week we meet with Paolo
13 Tiramani, Guy Nora, George Maloof, and John Miller."

14 Were those all prospects?

15 **A. Yes.**

16 Q. Okay. Do you recall talking with
17 Mary Jane -- Ms. Stewart about her comments there
18 that I just read from?

19 **A. I do not recall this specific**
20 **conversation.**

21 Q. But you understood that without payment,
22 Vanguard would not be in a position to pay its
23 signature gatherers; right?

24 **A. Yes.**

25 Q. And if it couldn't pay its signature

1 gatherers, they would leave; right?

2 **A. Yes.**

3 Q. And if they left and then you get the
4 money, you've got to ramp it back up.

5 You were very aware of that whole
6 process?

7 **A. Correct.**

8 Q. Then if we look at page 2, again, from
9 Ms. Stewart to you and Sam Castor and John Guedry --
10 that's the Bank of Nevada guy we talked about a
11 moment ago?

12 **A. Right.**

13 Q. It say, "Dan asked me to simplify the
14 budget with just signature gathering collected and
15 what is projected so we can have an amount in our
16 minds as to what we need to raise to keep going for
17 three weeks projecting at 15,000 signatures a week."

18 For context, as I understand it, as of
19 this date the 20,000 had been gathered, and they
20 were still on a so-many-signatures-per-week or
21 whatever schedule with you all; is that right?

22 **A. I'm just going off of this. That sounds**
23 **correct relative to this email.**

24 Q. If we look at your email on the first
25 page of Exhibit 15, that same day you reach out and

1 you thank MJ, and then you reach out to John --
2 that's John Guedry -- and Sam. You said, "I was
3 hoping you had some time tomorrow for a quick
4 virtual meeting to discuss the cash flow situation
5 (outlined below in MJ's budget) to see if we can
6 come up with any ideas how to bridge the gap."

7 Now, my question, the gap you were
8 trying to bridge was how do we raise enough money to
9 pay the signature gatherers to keep gathering
10 signatures; is that right?

11 **A. Yes.**

12 Q. Then you say, "I would hate to stop the
13 signature-gathering process right now. We're really
14 hitting our stride. The momentum is there, and more
15 people each day want to get involved."

16 So when you say "we're hitting our
17 stride," what are you referring to? The signature
18 gathering or the fundraising or something else or
19 all the above?

20 **A. I can't recollect exactly what that**
21 **meant.**

22 Q. You say, "The momentum is there, and
23 more people each day want to get involved."

24 Are you talking about people that are
25 willing to contribute to the cause?

1 **A. Again, I can't remember exactly the**
2 **context -- well, the meaning of that.**

3 Q. I want to ask you about other proposals
4 back in the first part of 2022 where you made the
5 decision to move forward with Vanguard, and let me
6 see how much detail we need to go into here.

7 But do you remember that you did solicit
8 or request proposals from a number of
9 signature-gathering firms?

10 **A. Yes.**

11 Q. Who was responsible for soliciting
12 potential vendors -- signature-gathering vendors?

13 **A. If I remember correctly, Mary Jane**
14 **Stewart was the contact to those potential firms**
15 **requesting a quote or a bid.**

16 Q. And did you actually -- I'm talking
17 about you personally -- did you personally meet with
18 any of the other potential signature-gathering
19 companies?

20 **A. Not that I recall.**

21 Q. Okay. Do you know if others on the
22 board met with them? Were there meetings with each?

23 **A. I can't remember.**

24 Q. Do you recall reviewing a proposal from
25 a company called FieldWorks?

1 **A. Well, here's what I remember. I**
2 **reviewed all of the proposals.**

3 Q. Okay. I'll go ahead and pull them out.
4 We don't have to spend a lot of time.

5 MR. BODAMER: Let's get 18, which will
6 be 16.

7 (Exhibit 16 marked.)

8 BY MR. BODAMER:

9 Q. What I've handed you is Exhibit 16,
10 which is to Bradley Mayer and Mike Slanker, dated
11 January 6, 2022, from representatives of FieldWorks.

12 Do you recall reviewing this proposal?

13 **A. Not specifically, but I'm sure I did.**

14 **(Exhibit 17 marked.)**

15 BY MR. BODAMER:

16 Q. Mr. Stewart, I will make a note that, if
17 you look at the first page of this exhibit, at the
18 top it's an email from Mary Jane Stewart to Sam
19 Castor in September of 2023, much more -- I think
20 that was probably for production of the document in
21 this case. So I'm just saying you have to look down
22 below at the email from Mr. Roberson dated
23 January 26, 2022.

24 Or you can tell me if I'm wrong, but I
25 just want to make sure there's no confusion there.

1 **A. That appears to be correct.**

2 Q. You've had a chance to look at
3 Exhibit 17, which appears to be a proposed
4 independent contractor agreement from Advanced Micro
5 Targeting, which is a Nevada corporation, referred
6 to as AMT.

7 Do you recall reviewing this proposal?

8 **A. I would have reviewed it, yes.**

9 Q. Do you recall meeting with AMT or its
10 representatives?

11 **A. I don't believe -- I do not recall**
12 **meeting with AMT or its representatives.**

13 Q. And then we already talked about the
14 Vanguard proposal, the one back in -- I think that
15 was Exhibit 2. And I think you already indicated
16 that, yes, you would have reviewed this?

17 **A. Correct.**

18 Q. And that was submitted, it looks like,
19 on or about January 28 of 2022; correct?

20 Look at Exhibit 2 -- keep you honest --
21 page 2.

22 **A. Yep, January 28, 2022, per the date on**
23 **the proposal.**

24 **(A discussion was held off the record**
25 **regarding exhibit numbers.)**

1 **(Exhibit 18 marked.)**

2 BY MR. BODAMER:

3 Q. Do you have Exhibit 18 there?

4 **A. I do.**

5 Q. Then if you look at the second page, it
6 appears to be the contract from The Human
7 Connection.

8 **A. Yes.**

9 Q. Do you recall reviewing this proposal?

10 **A. I would have reviewed it, yes.**

11 Q. Now, all these were in -- these
12 proposals we've just been looking at were in
13 January, maybe early February, but you did not end
14 up entering into an agreement with Vanguard until
15 the middle of June.

16 What was the reason for the delay?

17 **A. I would assume our fundraising efforts.**

18 Q. Do you recall that each of the proposals
19 was indicating that in order to meet the
20 requirements that they needed to get started on this
21 earlier rather than later?

22 **A. Without going back into them, I'll -- I**
23 **don't know.**

24 Q. Do you just generally recall that you
25 needed to get started sooner rather than later?

1 **A. I generally recall sooner was better**
2 **than later.**

3 Q. Sure. Do you recall -- do you just
4 generally recall that all the vendors were
5 indicating that you were going to need more
6 signatures committed than would be needed for the
7 Secretary of State to find valid signatures?

8 **A. Yes.**

9 Q. And what was your understanding of why
10 that was the case?

11 **A. My understanding was that all signatures**
12 **weren't valid.**

13 Q. And did you have an understanding as to
14 why they weren't valid?

15 **A. Various reasons.**

16 Q. Do you recall what those reasons were?

17 **A. Maybe the person didn't live in the**
18 **state. Maybe it wasn't signed. Maybe they gave the**
19 **wrong address. Several reasons.**

20 Q. Are you aware that in Nevada that not
21 only did you have to live in the state, but you had
22 to live in the district --

23 **A. Yes.**

24 Q. -- where the petition was signed?

25 **A. That would be another reason.**

1 **(Exhibit 19 marked.)**

2 BY MR. BODAMER:

3 Q. Exhibit 19 is a series of emails --
4 actually, we should change the order. I think the
5 second and third pages are actually the most recent,
6 and the first page should be in the back. They're
7 in here the way they were produced.

8 Let's start with the bottom of the first
9 page of Exhibit 19. This is Ms. Stewart emailing
10 Mr. Slanker and you, "Subject: Vanguard: Gathering
11 in CD2."

12 Do you recall, if not the email, the
13 subject of what Ms. Stewart was saying to you and
14 Mr. Slanker?

15 A. **Well, after I read the email just now,**
16 **it apparently is suggesting that we sit down with**
17 **Mr. Scheid.**

18 Q. I'm sorry, guys. It's just reverse of
19 the pages. I'm sorry.

20 A. **No problem.**

21 Q. Here's the issue. This is the new
22 Exhibit 19. It is in order now, I think, in
23 reverse. So if you start with Bates number 4360,
24 this is what I was asking about.

25 A. **Okay.**

1 Q. All right. If we look at Ms. Stewart's
2 email to you on Thursday, May 12, 2022, at
3 9:47 a.m., which should be the back of Exhibit 19,
4 last page, the subject is "Vanguard gathering in
5 CD2."

6 Does this -- do you recall whether
7 Mr. Slanker was the person that initially
8 recommended that you solicit a proposal for
9 Vanguard?

10 A. I do not remember where the initial
11 suggestion came from.

12 Q. A proposal was submitted. I think we
13 talked about that. Now this is a few months later,
14 on May 12th, roughly a month before the contract was
15 signed, Exhibit 1. Mrs. Stewart is making some
16 recommendations to you and Mr. Slanker; correct?

17 A. It appears so.

18 Q. And then Mike Slanker responds just a
19 little bit later that morning. And he says, "The
20 foundation is great. I've worked with them before."

21 The foundation he's referring to is the
22 education foundation that Scott has worked with; is
23 that right?

24 A. I'm just going off what I'm reading. It
25 appears to be Jeb Bush's education foundation and

1 **that Scott somehow or another knows them or of them.**

2 Q. She's recommending or had an idea that
3 "we hire the gathering firm for just CD2 up north
4 since that will be the hardest to get. Mike said it
5 wasn't a bad idea to call Scott Scheid to see if he
6 can do only a portion of our signatures."

7 Why were you looking for someone to just
8 do a portion of the signatures?

9 **A. We hadn't raised all the money yet.**

10 Q. And did you understand that it was
11 important to get up to CD2 up north because it was
12 the hardest to get?

13 **A. According to this. That's when I**
14 **learned that fact.**

15 Q. And then Mr. Slanker though in response,
16 after talking about the foundation being great,
17 said, "If Scheid will work with us on price, timing,
18 geography, that would be great."

19 So, again, is this consistent with the
20 idea that you're not going all-in, but you're going
21 to try to see what you can do?

22 **A. Apparently so.**

23 Q. Looking at the second page, I guess, of
24 Exhibit 19, and it looks like you respond to MJ and
25 Mike, Ms. Stewart, and Mr. Slanker, "I believe the

1 next step would be to sit down with Scott and talk
2 through his approach and others. I've not met him
3 personally, so I would like that chance anyway."
4 And then you ask to schedule a meeting to go through
5 various options and alternatives to get the
6 signature-gathering process started.

7 Is this -- you told me earlier that you
8 recall meeting with Mr. Scheid. Do you recall
9 whether this meeting took place, and was this the
10 meeting you were referring to earlier?

11 **A. I can't recall if it took place. I**
12 **imagine there's a record of it. I can't recall.**
13 **But obviously before May 13th I had not met**
14 **Mr. Scheid.**

15 **(Exhibit 20 marked.)**

16 BY MR. BODAMER:

17 Q. We just were looking at Exhibit 19,
18 which is when you all were going to meet with Scott
19 Scheid, and those emails were May 12th and 13.

20 Now we fast-forward six to seven days to
21 Exhibit 20, and this is where you're reaching out to
22 John Guedry again at Bank of Nevada trying to get
23 him to contribute. And you refer to that meeting on
24 the second page of Exhibit 20, very top.

25 Do you see that?

1 **A. Yes.**

2 Q. You say, "After discussing the
3 signature-gathering timeline with Scott Scheid of
4 Vanguard a couple of days ago," so apparently there
5 was a meeting, "it became apparent that we need to
6 start collecting signatures at least in CD2
7 (Northern Nevada) by mid-June, and in the other
8 three districts (Southern Nevada) by mid-July.
9 Hence the urgency to get the first tranche of money
10 in very quickly."

11 Did I read that correctly?

12 **A. Yes.**

13 Q. So it was your understanding that you
14 needed to get started in CD2 by mid-June.

15 When did you get the money to actually
16 go into CD2?

17 **A. I don't recall.**

18 Q. You recall it was very late in the
19 process?

20 **A. I don't recall.**

21 Q. You doing all right?

22 **A. I'm fine.**

23 Q. Are we okay on time?

24 MR. BARR: It's 1:00.

25 MR. BODAMER: Let me look where I am to

1 decide whether we want to break or not. Is that
2 okay?

3 MR. TAKOS: Yeah.

4 MR. BODAMER: Let's do this. I think I
5 can get done before 7:00 tonight, so why don't we
6 just keep working. I don't think I'll be a whole
7 lot longer.

8 MR. TAKOS: What's a "whole lot"?

9 MR. BODAMER: I hope within an hour.
10 He's a generally cooperative witness.

11 THE WITNESS: Do what I can.

12 MR. BODAMER: That's all we can ask.

13 Is that all right? I don't want you to
14 expire or anything.

15 MR. TAKOS: Well, if it's an hour or so,
16 then I think we're all fine. But if it's more than
17 that, I think that it's only fair to get something.

18 MR. BODAMER: I think it will go fast.
19 I think it will go quick. I'm hopeful. I'll try.

20 THE VIDEOGRAPHER: We are going off
21 record at 1:04 p.m.

22 (A break was taken.)

23 (Exhibit 21 marked.)

24 THE VIDEOGRAPHER: We are back on record
25 at 1:17 p.m.

1 BY MR. BODAMER:

2 Q. Mr. Stewart, I've handed you Exhibit 21,
3 which consists of two pages of an email string from
4 Mr. Castor to you, with copies to Mr. Slanker, and
5 then your response, and then Mr. Slanker's reply,
6 all on June 1, 2022.

7 Do you remember this discussion?

8 A. Only what's given here on the email. I
9 don't remember any specifics.

10 Q. Well, this is June 1st of 2022. So this
11 is 15 days, roughly, before CSI enters into an
12 agreement with Vanguard.

13 And it looks like Mr. Castor -- what was
14 your understanding of what he was proposing here?
15 Is it just what it says?

16 A. As far as I can tell. I'm having
17 trouble remembering the context. I'm trying to
18 understand it just by reading the email string.

19 Q. It looks like he's wanting -- it looks
20 like he's willing to front some money, but he's
21 wanting his money back if you get donations or
22 sufficient donations from others.

23 Am I correct on that?

24 A. That's the way it appears to me, reading
25 this.

1 Q. He says, "Is there wisdom in also
2 letting people know if we don't raise 2 million by a
3 certain date that we'll refund whatever has not been
4 spent? Thoughts on this?"

5 And then if we look at your response, it
6 looks like you're trying to accommodate Mr. Castor,
7 but Mr. Slanker didn't agree; right? He said, "I'm
8 honestly not sure I'm following all of this. But if
9 the question is whether the Castors are named,
10 that's up to them."

11 Named as the donors; right?

12 A. Uh-huh.

13 Q. Is that "yes"?

14 A. Yes.

15 Q. "As for the refund, the issue with
16 giving donors money back is as soon as we get a
17 reasonable bank account, we need to hire the
18 signature firm. That money then is spent."

19 Which we talked about. You all
20 understood that?

21 A. Yes.

22 Q. "If the question is whether the Castors
23 can recoup some money if we go over the 2 million,
24 or whatever number is set (treated as a loan), I'm
25 fine with that."

1 So it looks like at least maybe Slanker
2 was suggesting a potential loan situation?

3 MR. TAKOS: Objection to the extent it
4 calls for speculation.

5 MR. BODAMER: That's horrible. I'll
6 withdraw that anyway.

7 BY MR. BODAMER:

8 Q. Anyway, Mr. Slanker suggests something
9 about treat it as a loan.

10 I guess my only thought is that's
11 ultimately what Mr. Castor decided to do, as we've
12 talked about; correct?

13 **A. Correct.**

14 Q. But you don't remember anything more
15 about this, putting context into this?

16 **A. I do not.**

17 Q. Okay. All right.

18 Did you -- I think you indicated that
19 you didn't review any of the initial complaint, the
20 first amended complaint, the second amended
21 complaint, or the third amended complaint; is that
22 right?

23 **A. That's correct.**

24 Q. Were you even aware that CSI was listed
25 as the named plaintiff in the initial complaint?

1 **A. Not understanding the context, I'm not**
2 **sure what you're asking.**

3 Q. Did you, as chairman of CSI --

4 **A. Yes.**

5 Q. -- did you authorize Sam Castor to file
6 a lawsuit on behalf of CSI against Vanguard?

7 **A. Can I ask a question?**

8 Q. Sure.

9 **A. Was this before or after we signed**
10 **our -- CSI signed its rights over to Sam?**

11 Q. Well, it was -- well, before. Did you
12 ever authorize him to file a lawsuit on behalf of
13 CSI as a named plaintiff?

14 **A. Can I ask another question?**

15 Q. Sure.

16 **A. Did he do so?**

17 Q. He did file a complaint naming CSI as
18 the named plaintiff.

19 **A. Then I would have said okay.**

20 Q. Well, did you even know he was going to
21 do that?

22 **A. Yes.**

23 Q. Are you sure?

24 **A. The best of my recollection is after the**
25 **whole thing fell apart Sam approached me about**

1 **filing a lawsuit. At that point I said, Whatever**
2 **you want to do, Sam.**

3 Q. But didn't you say you didn't want any
4 part of it; you were done with it, as you indicated
5 earlier?

6 A. **And I said, Whatever you want to do,**
7 **Sam.**

8 Q. Okay. Then were you aware that he did
9 file a lawsuit --

10 A. **I can't remember --**

11 Q. -- in which he named CSI as the named
12 plaintiff?

13 A. **I can't remember yes or no.**

14 Q. Did you have -- then it was changed.
15 The first amended complaint I think was -- Lex
16 Tecnica was the named plaintiff. No, the first
17 amended was the same, Community Initiative. And
18 then the third -- or second amended complaint was
19 just Lex Tecnica. And then the third amended
20 complaint he added back in Lex Tecnica and CSI.

21 Did you have any further discussions
22 with Mr. Castor about adding CSI back into the third
23 amended complaint?

24 A. **Not to my recollection.**

25 Q. So you didn't authorize that other than

1 telling Sam -- what did you say you told him?

2 **A. Do whatever you want.**

3 Q. Okay. Let me ask you about these
4 contributions and expense reports again. We talked
5 about that earlier. That was Exhibit 9, or at least
6 Exhibit 9 was the first page of a seven-page
7 contributions and expense report.

8 Was this report accurate?

9 MR. TAKOS: Objection. Vague just as to
10 the number of pages. Are you talking about the
11 first page or all seven pages?

12 BY MR. BODAMER:

13 Q. Were all seven accurate? Do you need to
14 see them? Or is there any reason to believe they're
15 not accurate?

16 **A. There's no reason to believe they're not**
17 **accurate.**

18 Q. Your belief is not only this report,
19 Exhibit 9, but all reports filed on behalf of CSI
20 you believe were accurate?

21 **A. I believe they were accurate.**

22 Q. Okay. Do you know who Axiom is?

23 **A. My understanding is that they are the**
24 **parent company of Vanguard. Other than that, I do**
25 **not know.**

1 Q. Do you know who Garrison is? Garrison
2 Management?

3 A. No.

4 Q. Do you know who Jeff Roe is?

5 A. I've heard the name.

6 Q. Did anyone -- well, in your meetings
7 with Mr. Scheid, did he ever say anything at all
8 about Axiom or Garrison or Jeff Roe as, you know,
9 referrals or anything else?

10 A. Not that I recall.

11 MR. BODAMER: That's all I have. Thank
12 you.

13 MR. TAKOS: I just have one question.

14

15 EXAMINATION

16 BY MR. TAKOS:

17 Q. Speaking of meetings with Mr. Scheid,
18 did you ever talk with Mr. Scheid regarding the
19 validity rate of the signatures Vanguard was
20 gathering?

21 A. Yes.

22 Q. And what were those discussions?

23 A. Since it was critically important as to
24 what the rate would be, I'd always ask him, and it
25 was -- he told me that there was always between low

1 to mid-70 percent based on their what he called
2 sophisticated internal processing of the signatures
3 to come up with their internal validity rate.

4 Q. And these conversations that you had
5 with Mr. Scheid, were they just between the two of
6 you, or were there others present?

7 A. There could have been others on a
8 conference call, a video call. Certainly just the
9 two of us as well. But everybody was aware, one way
10 or another, of the, I guess, representation that the
11 validity rate, internal validity rate, Vanguard's
12 internal validity rate, was somewhere in the 70s.

13 Q. And how often did you and Mr. Scheid
14 talk about that validity rate?

15 A. The last three or four weeks, often.

16 Q. When to -- to your recollection, when
17 did the conversations about the validity rate with
18 Mr. Scheid, when did those begin?

19 A. Well, obviously they began when we first
20 started working, because that is what we based the
21 total number of raw signatures that we needed to
22 obtain given a certain validity rate to garner the
23 144,776 valid signatures.

24 MR. TAKOS: No further questions.

25

1 FURTHER EXAMINATION

2 BY MR. BODAMER:

3 Q. Maybe you've answered this, but you
4 mentioned -- I had a couple of question marks down
5 here about what you just said there.

6 I think you mentioned earlier that you
7 were having considerably more discussions with
8 Mr. Scheid the last month before the turn-in?

9 A. **Correct.**

10 Q. Yeah. Did he ever make any
11 representations as to validity rates before that
12 time to you?

13 A. **Yes.**

14 Q. And were they verbal or in writing or
15 what?

16 A. **Verbal, as far as I can remember.**

17 Q. Did he ever indicate that they were
18 having an 80 percent validity rate?

19 A. **He may have. I cannot remember**
20 **specific.**

21 Q. The reason I ask is that complaint that
22 you never saw says that there were representations
23 by Mr. Scheid or Vanguard of an 80 percent validity
24 rate.

25 I've never seen that anywhere. Can you

1 shed any light on that?

2 **A. No, I can't. And I'm not saying that it**
3 **was not discussed. I just can't recall.**

4 Q. Okay. Do you recall that you were
5 getting -- CSI was getting weekly reports as to raw
6 signatures hand, verified signatures hand, and
7 validity rate?

8 **A. Yes.**

9 Q. You do recall those?

10 **A. Again, I don't recall how we obtained**
11 **the information, but we did obtain the information**
12 **specifically, and most poignantly in the last six,**
13 **seven weeks, as it became closer to the cutoff time.**

14 Q. The request for these reports that I've
15 seen seem to come from Ms. Stewart. And was that,
16 again, at the direction of the board to request
17 these written reports that I've seen?

18 **A. Yes.**

19 Q. Okay. Who was asking Ms. Stewart to
20 seek weekly validity reports?

21 **A. The board.**

22 Q. Anyone in particular on the board?

23 **A. Certainly I was. But everybody on the**
24 **board was very interested.**

25 Q. And what was your interest? What were

1 you concerned about, or why was that so important to
2 you?

3 **A. It's the heart of the whole initiative**
4 **process. You obtain X number of raw signatures.**
5 **Given an X validity rate, do you meet the 144,778**
6 **valid signatures?**

7 Q. Did you know that that was -- I think
8 your term was the meat of the process, before you
9 got involved with the CSI initiative?

10 **A. Before CSI initiative?**

11 Q. Yeah.

12 **A. I knew very little about the**
13 **signature-gathering and/or initiative process.**

14 Q. Okay. Did you understand as chairman of
15 CSI how Vanguard was invoicing you for its
16 signature-gathering efforts?

17 **A. Yes.**

18 Q. And what was your understanding?

19 **A. They invoiced us for raw signatures --**

20 Q. Okay.

21 **A. -- collected.**

22 Q. And they did invoice you for 180,000
23 signatures; correct?

24 **A. That's correct.**

25 Q. But they didn't bill you for any of the

1 additional 50-some-thousand signatures; correct?

2 **A. Correct.**

3 Q. Do you have an explanation for that?

4 **A. If I remember correctly -- could be**
5 **wrong, but if I remember correctly, Scott in one of**
6 **our discussions said, Look, we just want to make**
7 **sure we get this done. You paid us for the 180,000.**
8 **We'll get further raw signatures just to try and**
9 **help make sure this gets done.**

10 Q. And they did that?

11 **A. They did that.**

12 MR. BODAMER: Nothing further. Thank
13 you.

14 THE VIDEOGRAPHER: Only for the record,
15 I'm supposed to ask for copy orders on the record.

16 MR. TAKOS: For CSI, just a transcript.

17 MR. BODAMER: We clearly want the
18 transcript.

19 The video, can you hold that for now?
20 Is that okay?

21 THE VIDEOGRAPHER: Yes.

22 MR. BODAMER: We'll just see where this
23 goes.

24 THE VIDEOGRAPHER: This concludes the
25 video-recorded deposition of Dan Stewart taken on

1 April 29, 2024. We're going off record, and the
2 time is 1:36 p.m.

3 (Proceedings concluded at 1:36 p.m.)

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1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA)
) SS
3 COUNTY OF CLARK)

4 I, Holly Larsen, a duly certified court
reporter licensed in and for the State of Nevada,
5 do hereby certify:

6 That I reported the taking of the deposition
of the witness, Dan Stewart, at the time and place
7 aforesaid;

8 That prior to being examined, the witness was
by me duly sworn to testify to the truth, the whole
9 truth, and nothing but the truth;

10 That I thereafter transcribed my shorthand
notes into typewriting and that the typewritten
11 transcript of said deposition is a complete, true,
and accurate record of testimony provided by the
12 witness at said time to the best of my ability.

13 I further certify (1) that I am not a relative
or employee of counsel of any of the parties; nor a
14 relative or employee of the parties involved in
said action; nor a person financially interested in
15 the action; nor do I have any other relationship
with any of the parties or with counsel of any of
16 the parties involved in the action that may
reasonably cause my impartiality to be questioned;
17 and (2) that transcript review pursuant to FRCP
30(e) was not requested.

18
19 IN WITNESS HEREOF, I have hereunto set my hand
in the County of Clark, State of Nevada, this 12th
day of May, 2024.

20

21

22

23

24

25



HOLLY LARSEN, CCR NO. 680

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